

INTERNATIONAL

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AMERICAN FEDERATION
OF MUSICIANS
of the United States & Canada

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MUSICIAN

Rerun Payments Key Issue in AFM Strike

The AFM strike continues against the Association of Motion Picture and Television Producers (AMPTP) and the Alliance, which is an employers' group affiliated with the producers' association. There appears to be no immediate sign of a settlement between the AMPTP and any of the three striking entertainment unions, the AFM, the Screen Actors Guild (SAG) and the American Federation of Television and Radio Artists (AFTRA).

"We have not had any com-

munication from industry representatives since the talks broke off July 31," said AFM President Victor Fuentealba, who noted that the AMPTP negotiating team did not seem especially motivated to reach an agreement with the musicians' union by the time of the strike deadline.

"I don't think the producers were bargaining in the same manner they would have if there had not been the other strikes," he said. "They probably felt since they were

already closed down with two strikes, why not one more?"

However, the strikes have now had the effect of delaying the fall television schedule, and completely shutting down the production of several multi-million dollar movie projects. As a result, the networks have been forced to seek alternate programming to fill their primetime slots and some television and motion picture production companies have requested — and been granted — interim agreements with the AFM,

SAG and AFTRA.

These interim agreements are viewed by some as an indication of a growing desire among producers to reach a permanent contractual agreement with the performers' unions, but to date the AMPTP's official stance remains unchanged. Federal mediators are currently working to bring the actors and the producers closer to terms.

The primary issue in dispute between the actors and the producers is percentage payments

to performers for their work in the burgeoning market of videodisks and videotapes. But Fuentealba is quick to point out that because the AMPTP refused to grant the principle of residual payments to musicians for reruns of television programs, AFM negotiations failed to reach the subject of videodisk-videotape percentage payments.

"The industry position on reuse was so adamant," remarked the union leader, "that we never even began bargaining over the second issue."

Once talks broke off on July 31, Fuentealba, along with Secretary-Treasurer J. Martin Emerson, Vice President from Canada J. Alan Wood and Vice President David Winstein, returned to the AFM's New York headquarters to begin negotiations for a new contract with Ringling Brothers and Barnum & Bailey Circus. After the circus agreement is finalized, Fuentealba, who has remained in constant touch with Local officials on the west coast, will resume work in Los Angeles on settling the contract dispute with the AMPTP.

Although most of the strike activity is centered in the Los Angeles area, some of the approximately 5,000 musicians directly affected by the strike live and work in either New York or Nashville. On August

(Continued on page nineteen)



Moments after this picture was taken, the negotiations between the AFM and the AMPTP became stalemated. Six hours later, the musicians' strike officially began.

NEA Orchestra Funding Hits Highest Level Ever

Artistic and administrative quality were the key factors in the National Endowment for the Arts decision to award fiscal 1980 grants to 148 orchestras nationwide — the greatest number of orchestras to date.

A total of \$9,190,750 in federal funds, combined with nearly \$6 million in private donations* will go to these orchestras in grants. According to Chairman Livingston L. Biddle, Jr., the amount awarded for support of the 1980-81 performance season is the largest amount thus far for the orchestra category, which was initiated by the Music Program in 1973, with \$63,000.

"This level of funding reflects the Endowment's interest in and support for the future of the country's great orchestras. The current grants are the result of efforts to open up the program and to strengthen those aspects of achievement that are so important to the growth and vitality of an orchestra," Biddle said.

He explained that the Music

*The private funds represent restricted donations to the Endowment which release federal funds. The total (federal plus private) received by each orchestra must again be matched at least dollar for dollar.

Program last year removed the limiting requirement that a qualifying orchestra have a fixed budget over a set period of time. "This was done in order to have orchestras judged on their artistic and administrative quality, without regard to budget size."

Erza Laderman, Director of the Endowment's Music Program, who initiated the policy change, pointed out that it brought about a 40 percent increase in applications. "We are delighted that twenty-five orchestras with a record for excellence qualified for the program for the first time this year." He said the new guidelines allowed smaller orchestras, including chamber orchestras, to apply on the merit of artistic achievement, financial stability and growth potential.

Laderman noted that a good deal of effort was made by the staff of the Music Program to articulate the guideline changes and their effects on orchestras to the field. The announcement was first made last June at the American Symphony Orchestra League's annual meeting in San Francisco. Regional workshops and seminars were held

for orchestra managers and details of the changes were discussed in the League's magazine, *Symphony News*. On-site visits were made by panelists and other field experts to orchestras prior to the December meeting of the Orchestra Section of the Music Advisory Panel. Following the meeting during which applications were reviewed and recommendations made, additional information was solicited and an unprecedented second panel meeting was held to re-review the individual applications.

"This tedious step-by-step process was taken to insure that orchestras understood the guideline changes and were given an equal and fair opportunity to fulfill all requirements," Laderman said.

Both Laderman and Assistant Music Program Director Adrian Gnam stressed that on-site visits were the key factor in the improved system of artistic evaluation, and that funding depends to a large extent on a favorable report. For the coming year, the advisory panel has requested two such visits and submission of performance tapes. "In addition, the 1981 guidelines will also require more in-depth financial information, along with background on an applicant orchestra's growth — past, present and future projections," Gnam said.

(Continued on page nineteen)

Colorado Labor Fends Off "Right-to-Work" Move

Anti-labor forces suffered another defeat in their effort to put a "right-to-work" referendum on the November 4 general election ballot in the state of Colorado. This was the second time in recent years that an attempt to place such a measure on the Colorado election ballot had failed.

The proposed measure, which would have outlawed the union shop in the public sector, called for the immediate dismissal of any public worker who engaged in a strike or other public service interruption. It also would have banned binding arbitration of wages, hours and working conditions.

Spearheading the "right-to-work" initiative were State Senator Hugh Fowler, the Associated Builders and Contractors, and the Colorado Conservative Union. While they tried to gather the 62,234 signatures necessary to have the referendum placed on the ballot, the state's labor movement mobilized and began legal action, which delayed circulation of the petition. As a result, the signature drive fell far short of the required number by the filing deadline.

"Chalk one up for the unions," Senator Fowler conceded. "They did a number on us." But, he added, the anti-labor effort in Colorado did not die with this setback. "Next year," he vowed, "we'll start again."

The Colorado Labor Education Committee, chaired by Colorado State AFL-CIO President Norman N. Pledger, led this year's fight against the "right-to-work" petition drive. The committee managed to reach over 100,000 union members throughout the state with news of the union busting attempt. In addition, committee representatives contacted the Republican Party, the Colorado Association of Commerce and Industry and the Chamber of Commerce, all of which were convinced not to support the "right-to-work" referendum.

Although Pledger acknowledged that this latest development was "a great victory for us and for the entire labor movement in the country," he also stressed that the battle to stop this kind of anti-labor effort was far from over, and that labor advocates must keep up their guard.

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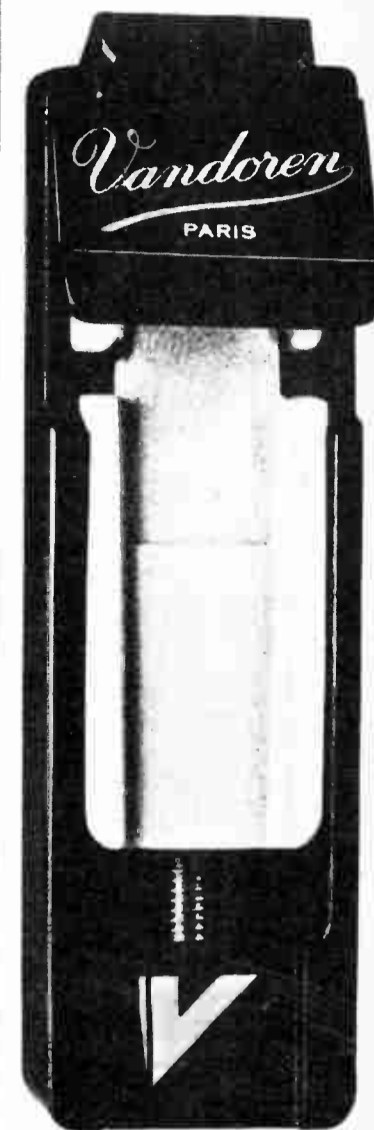
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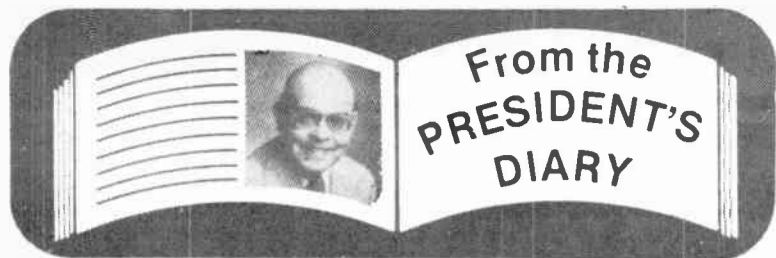
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ARE YOU MOVING?
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The front page of last month's issue of the *International Musician* contained an announcement of the strike that began at midnight, July 31st, against the producers of motion pictures and television films. As of this date, no further meetings have been scheduled and the employers have given no indication of a desire to meet. It was very obvious during the two weeks of meetings held with the industry prior to the strike that the employers had no intention of attempting to reach an agreement and were merely "going through the motions." Undoubtedly, one of the primary causes for this attitude on their part was due to the existing strike with SAG and AFTRA over the issue of compensation for original production of films for pay TV, video cassettes and video discs.

There has been some confusion in the press concerning the relationship between SAG and AFTRA's strike and ours. We are not striking over the issue of production for pay TV, video cassettes and video discs. We are striking because of the industry's refusal to even consider a formula for the payment of reuse of programs made under the Television Film Agreement. Prior to the negotiations, at membership meetings held in Los Angeles, the members overwhelmingly demanded the inclusion of some provisions for reuse payments in the new Television Film Agreement. For many years, the actors, directors and writers have received such payments, but our members have not. This is totally unfair and inequitable.

I could never understand why the

American Federation of Musicians has historically negotiated two separate agreements for television, despite the fact that the programs are shown in the same media and that the agreement to be utilized is not based upon whether or not the program is actually made on film or video tape. Under the terms of the Videotape Agreement, our members receive reuse payments, but, if the program is produced under the Television Film Agreement, they do not.

I wholeheartedly agree with the decision of our members to insist upon the inclusion of reuse provisions in the Television Film Agreement, and the strike was the only means at our disposal to convince the industry of our determination to achieve this goal.

No union likes a strike, but, unfortunately, it is the only effective weapon available to a union when an employer adamantly refuses to even consider the desires and needs of its employees. Strikes can only be effective with the full cooperation and support of not only the membership of the union but also of our sister unions throughout the world. I am happy to inform you that

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musicians unions throughout the world have pledged their support to our strike. I have received written pledges of support from the officers of FIM, which is the International Federation of Musicians made up of thirty-two musicians unions throughout the world, from the British Musicians' Union, the Australian Musicians' Union and the Mexican Union. I recently spoke to John Morton, President of FIM and General Secretary of the British Musicians' Union, who again not only pledged full support but informed me that scheduled scoring sessions for "Love Boat" and "Vegas" were cancelled because of our strike. These are just a few examples of the splendid cooperation that we are receiving from our counterparts in other areas of the world. With this type of cooperation, I feel certain that the employers will soon see the need for further meetings for the purpose of settling the strike.

Negotiations with representatives of Ringling Brothers and Barnum & Bailey Combined Shows, Inc., began on Tuesday, August 19th, and will continue until satisfactory agreement is reached. Although only a few Locals were able to send representatives to New York for these negotiations, I was pleased with the large number of letters that I have received from the majority of Locals in the circus itinerary, giving me their suggestions for improvements in the contract.

On Tuesday, August 26th, I addressed the annual conference of ICSOM in Portland, Oregon, and following that I am scheduled to travel to Los Angeles to meet with the officials of Local 47 and SAG to discuss the status of the strike against producers.

The International Executive Board will begin a four-day series of meetings on September 16th in New York City, and I will give you a complete report of the results of those meetings in a future issue.

Victor W. Fuentealba

AFM TEMPO-PCC Crediting Procedures

Following are the procedures for crediting AFM TEMPO-PCC collections.

1. All collections made by a Local for the one-year period, from January 1, 1980, through December 31, 1980, will be credited to that Local.
2. Any Local which successfully collects an amount equal to 25 percent of the total of that Local's members, as of the last quarter's per capita report, will receive an award of participation.
3. The AFM TEMPO-PCC Honor Roll, of all Locals which reach the established 25 percent membership goal, will be published in the May issue of the *International Musician* and the Locals included on this Honor Roll will receive their awards at the 1981 AFM Convention in June.
4. Each year constitutes a new period of effort and each year's activity will be the only basis for the award.
5. Remember, AFM TEMPO-PCC is your concern. You should be concerned enough to help attain Honor Roll listing for your Local.

E. V. Lewis Retires, But Will Continue Work for TEMPO-PCC

Ernest (E. V.) Lewis, who retired from his position as Assistant to the AFM President in July, will continue serving the Federation as the National Coordinator of the TEMPO-PCC program. In this capacity, he will be traveling to Locals throughout the Federation to assist officers in raising TEMPO contributions as well as handling the administrative aspect of the program from an office he will maintain at the AFM's New York City headquarters. He will also continue to lead the popular TEMPO Band, which entertains during the AFM's Conventions.

TEMPO-PCC, the political action arm of the Federation, was established in 1961 to support the candidacy of Congressional office seekers who demonstrate an understanding of the problems facing professional musicians and who would best represent them.

Mr. Lewis, a "youthful" seventy years old, has the distinction of having served under the administration of four AFM Presidents. He was appointed International Representative in 1955 by President James C. Petrillo (now President Emeritus), and assumed the post of Presidential Assistant in November, 1966, by appointment of the late Herman Kenin. The national chairmanship of TEMPO-PCC was added to his duties in December, 1970, during the Presidency of the late Hal C. Davis.

Prior to accepting the position of International Representative, Mr. Lewis was an active union supporter on a Local level. He was the co-organizer, in 1940, of San Francisco's former Local 669 and served as a member of that Local's Executive Board and as a delegate to the AFM Conventions until 1955.

A gifted pianist, Mr. Lewis began studying music while in high school, but didn't play professionally until he was twenty-four. In 1935 he joined Lionel Hampton's first band, working one-nighters on the West Coast Orpheum circuit. Upon returning to San Francisco he organized his own unit, called the Kats and Jammers, which included sax man Pony Poindexter, bassist Bull Ruther and vocalist Ernestine Anderson. The group traveled extensively during World War II,



E. V. Lewis, shown here with old friend Count Basie, has retired as Assistant to the AFM President. He will continue to serve the Federation as National Coordinator of TEMPO-PCC.

performing at military posts and for War Bond rallies and USO dances. He was working with the Bob Scobie Frisco Jazz Band until he became an International Representative.

Although his duties as an officer of the Federation took him away from an active performing schedule, music and musicians have remained a central part of his professional and private life. The artists he most admired as an up-and-coming musician, and who he admits were most influential on his career, were later to become good personal friends — the late Art Tatum and Duke Ellington, and his long-held friendship with Count Basie, for example.

During the fifty years he has been in professional music, either as a performer or a union official, Mr. Lewis experienced firsthand many of the changes in the industry, particularly as they affect the black musician. As an International Representative and later as a Presidential Assistant, he aided in the amalgamation of the Locals representing black and white members — this he feels was significant in improving the conditions and wages for the black performer.

Mr. Lewis' commitment to support the best interests of all AFM members will continue as the National Coordinator of TEMPO.

Musicians Rally with Actors

Local 47 President Max Herman has announced that Los Angeles musicians will back up their fellow strikers at the screen actors' September 16 benefit rally at the Hollywood Bowl. Among the name stars who have agreed to lead the orchestra of 100 top musicians are composer/conductors John Green, Bill Conti, Joe Harnell, Jack Elliott and Jerry Inmel.

Herman, whose Local represents

the majority of musicians affected by the AFM strike against television and movie producers, remarked that the musicians' participation in the giant rally to benefit the striking actors' depleted emergency fund is a "clear demonstration of our solidarity with our brothers and sisters in the Screen Actors Guild and the American Federation of Television and Radio Artists."



Upper left: AFM subcommittee meets in the office of Local 47 President Max Herman to discuss contract negotiations with TV and movie producers. Left to right are President Victor Fuentealba, Executive Assistant to the President Bob Crothers, Vice President from Canada J. Alan Wood, Vice President David Winstein and Secretary-Treasurer J. Martin Emerson. Upper right: Officers of New York and Nashville Locals participated in the talks. From left are Local 802 President Max Arons, 802 Secretary Lou Russo and Local 257 President Johnny DeGeorge. Bottom: Local 47 representatives with President Fuentealba just prior to a special meeting with some 400 Los Angeles-based musicians.

Photos by Secretary Treasurer J. Martin Emerson

Thanks for Your Support

The AFM wishes to thank the many Locals, conferences, orchestras, and funds which participated in the 1980 Congress of Strings scholarship program for their support. Those contributing to the success of the program are as follows:

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| 257 Nashville, Tennessee | Detroit Symphony Orchestra |
| 278 South Bend, Indiana | National Symphony Orchestra |
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| 311-641 Wilmington, Delaware | New England Conference |
| 325 San Diego, California | Western Conference |
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Qualified Candidates Being Sought For White House Fellowships

The President's Commission on White House Fellowships is seeking qualified candidates for its 1981-82 competition. The purpose of the fellowship program is to provide gifted and highly motivated young Americans with some firsthand experience in the process of governing the nation and a sense of personal involvement in the leadership of the society.

For one year, the fourteen to twenty persons selected as White House Fellows are full-time Schedule A employees of the Federal Government, working in a Cabinet level agency, in the Executive Office of the President, or with the Vice President. Rather than fit the Fellows to their pre-Fellowship specialties, the program aims at utilizing their abilities and developing their skills in the broadest sense possible. In most cases, a Fellow serves as a special assistant, performing tasks for a Cabinet Secretary, the Vice President, and assistant to the President, or for appropriate under or deputy secretaries.

During the education program the Fellows meet as a group with top-level government officials for off-the-record discussions and questions and answers. A vital exchange of experiences in their respective agencies adds depth to the education

program. At the end of his or her term each Fellow has had an intensive work experience as well as a broader insight into government through sessions with one another and with the nation's leaders.

The qualities applicants should possess are high levels of achievements early in one's chosen career or profession, a demonstrated leadership capability, an assemblage of skills that would make one a good special assistant in the short run and a national leader in the long run, and substantial indications of a commitment to service to others in the community in which one has lived.

The competition for the Fellowships is open to all U.S. citizens. There are no occupational, age, sex, racial or religious restrictions. However, employees of the Federal Government are not eligible, with the exception of career military personnel of the Armed Services.

For additional information or an application form, write to the President's Commission on White House Fellowships, P.O. Box 7737, Washington, D.C. 20044. Requests for applications must be post-marked no later than November 1, 1980; the deadline for receipt of completed applications is November 17, 1980.

Look for the AFM Seal on All Contracts!

All members should now be using the new Form C-1 or CP-1 contracts that have been adopted by the Federation. To protect your interests make certain any contract you sign bears the Seal of the American Federation of Musicians.

SURVEY SHOWS THAT CORPORATE SOURCES ARE BIG SPENDERS IN SUPPORT OF THE ARTS

Business support for the arts reached an all-time high in 1979, and prospects for generous corporate contributions in the future are bright, according to a survey sponsored by the Business Committee for the Arts, Inc., and conducted by an international accounting and management consulting firm.

U.S. business support for the arts rose to a projected \$436 million in 1979, outpacing inflation for a 54 percent gain in constant dollars over business contributions to the arts in 1976, according to the survey. Business support in 1979 was nearly three times greater than the support provided by the federal government's National Endowment for the Arts, and American business is now the single most vital economic partner of the arts aside from the general public.

Other findings of the survey:

- The 970 largest companies, those with sales in excess of \$500 million, continued to provide almost half of the total support given by business to the arts. These companies, which constitute only 1 percent of the survey population of 82,043, contributed 48 percent of the total support given by business in

1979. In the 1976 survey, 758 companies that belonged in this category contributed 49 percent of the total support.

- The future of business support of the arts looks promising. When companies were asked about their plans for the next three years, 27 percent of the respondents said they intended to increase their contributions, whereas only 3 percent foresaw a decrease. 58 percent reported plans to maintain support at about the same level, and 12 percent were undecided.

- The arts are receiving a larger share of business' overall philanthropic contributions than they have in previous years. Of the amount that business contributed to all philanthropic causes in 1979, the arts received 13.3 percent, up 1.7 percent over 1976 (11.6 percent). In 1973, the arts received 8.7 percent of total philanthropic contributions, and 8.9 percent in 1970.

- Museums received the largest share (19 percent) of the 1979 business art support dollar. Other art forms receiving major shares of business support were symphony orchestras (12 percent), public

radio and TV (11 percent), art and cultural centers (10 percent), art funds and councils (7 percent), theatres (7 percent), cultural programming on commercial radio and TV (6 percent), and art exhibits (5 percent).

- Individual companies, in addition to providing larger amounts in support of the arts, have been contributing to a greater variety of art forms. Theatres, for example, received support from 51 percent of the companies in 1979, whereas they received support from only 11 percent in 1973. Dance also received support from many more companies in 1979 (28 percent) than in previous years (4 percent in 1973). On the other hand, the survey found a slight decline since 1976 in frequency of support for public radio and television, historical and cultural institutions, and music other than symphony orchestras and opera.

- Each art form's share of the business support dollar has also varied through the years surveyed. Theatres and dance have shown the largest gain since 1973, while art purchases and art education

(Continued on page nineteen)

LEGISLATORS SEEKING REELECTION CAN MAKE OCTOBER DECISIVE TIME FOR LEA ACT REPEAL

The road to having legislation either repealed or passed is a long and arduous one. In the case of the effort to repeal the Lea Act, which severely restricts musicians' right to collectively bargain with radio broadcasters, the road has been especially difficult to travel. This has been caused in part by the fact that the Lea Act is written into the already long and complex Communications Act of 1934, which is currently the subject of much controversy due to the rapid changes in the industry that law governs.

Congressman Lionel Van Deerlin, Chairman of the House subcommittee reviewing the Communications Act and champion of the cause to have that law extensively revised, acknowledges that the Lea Act is labor legislation and has no place in broadcast legislation. In his much-publicized Communications Act rewrite, which failed to pass last year, Van Deerlin omitted the Lea Act entirely. Had it passed, Van Deerlin's rewrite would have effected the Lea Act's automatic repeal.

Perhaps if the Lea Act were not mired in a gargantuan piece of legislation such as the Communications Act, the effort to focus the congressmen's attention on it would not be so difficult. But musicians do have an avenue of recourse, particularly in this important election year.

As the articles published in the *International Musician* have frequently stressed throughout the campaign to abolish the Lea Act, letters written by constituents have always been valuable tools to those interested in impressing upon congressmen certain viewpoints. These letters serve as one of the most effective means government representatives have of determining public opinion, and never are government representatives more concerned about public opinion than at election time. This is their moment of truth, when they are held answerable for their every action in office.

There is evidence that the Lea Act is still grossly misunderstood by many congressmen. Taking the bill

at face value, the legislators accept the premise that musicians have been guilty of "coercive" action against broadcasters in their labor/management negotiations. By campaigning for passage of the Lea Act in 1946, the radio broadcasters neatly divested themselves of the obligation to bargain in good faith with employee-musicians. Their tactics were nothing short of McCarthyesque, and the stigma that they placed on musicians will remain as long as the Lea Act exists.

As Local 402 President Antonio Lombardo has suggested (see his letter reprinted elsewhere on this page), now is the time for musicians to raise this issue to the highest level of priority. By polling the candidates — including the Presidential nominees — for their stand on the Lea Act, and making it clear that musicians regard this as an issue of

paramount importance, the question of the Lea Act may at last gain the attention it deserves in our legislative bodies.

The numbers of the bills calling for repeal of the Lea Act are S. 2827, contained in the proposal of Senator Jennings Randolph of West Virginia, H.R. 7587, which is sponsored by Congressman John Murphy of New York, and H.R. 7774, which is sponsored by Congressman Ron Mottl of Cleveland. These bills should always be mentioned in any correspondence with legislators. A constituent should stress that his or her support is contingent upon the elected representative's stand on the Lea Act, and that an unfavorable attitude toward its repeal would signal a disregard for the welfare of some quarter of a million professional musicians in the United States.

Local No. 402, American Federation of Musicians

ONE NORTH STREET, HASTINGS-ON-HUDSON, N.Y. 10706 PHONE (914) 478-0402



Mr. Ned Guthrie, Chairman
National Committee for Repeal of the Lea Act
c/o Local 136, A. F. of M.
1562 Kanawha Boulevard, East
Charleston, West Virginia 25311

Dear Brother Guthrie:

I raised an idea concerning the fight against the Lea Act at our Local's last Executive Board meeting which was favorably received. We must utilize the current congressional elections to further the movement to kill the unjust Lea Act (Section 506 of the Communications Act of 1934).

The proposal is to declare the month of October as "Fight the Lea Act Month." All Locals should poll their House Representatives and Senators on their stand on this issue. The support of musicians will be conditional in accordance with their positions. This campaign will also serve to create deeper consciousness among our members on legislative questions.

Now is the time to raise the whole issue to the highest level.

Sincerely,

Antonio Lombardo

Antonio Lombardo, President
Local 402, A. F. of M.

BETWEEN You & MARTY EMERSON



Familiar words race across the mind like the speeding wings of a hummingbird in flight: Where has the summer gone?

As a youth, time often seemed interminably suspended as anxious anticipation focused upon an event yet to come. But as the years have slipped by in a somewhat furtive manner, stealing precious hours ordinarily reserved for reflection and the amenities of life, what had once been total immersion in thoughts of spring at the time are now embodied in the sudden and graphic realization that Nature is currently busy preparing Her palette of colors for the next to last season of this year.

It is a well-known fact that time flies when you're busy. And I must say the proverbial one-arm paper-hanger couldn't have been busier these past several months.

Late May and early June were spent preparing for the June meetings of the International Executive Board and the Eighty-third Annual Convention, both held in Portland, Maine. And we're not exactly done with the Convention, because there is an ongoing wrangle with management of what was the Headquarters Hotel regarding an additional payment of \$2.00 per room supposedly agreed to by the host Local.

Then there is much repercussion and a lot of missionary work to be done concerning the Convention-passed Federation Work Dues that becomes effective next January 1st.

In the latter connection, I just can't begin to understand — and am constrained to comment on — all the clamor about paying work dues to the Federation. Every Delegate at the Portland Convention was well aware that Recommendation No. 1, proposed by the I.E.B., would not win any legislative popularity contests.

The Convention's two top Committees — Law and Finance — consisting of a total of forty-six Delegates from Locals of all sizes and representing a wide geographical spectrum in both the United States and Canada, wrestled with "No. 1" and the Federation's fiscal woes for days before and during the Convention.

The compromise that emerged was the end result of, in addition to much soul searching and breast beating, a group of earnest, dedicated people collectively biting the well-known bullet in facing the reality of an exigent situation. Had they and, later, the Convention acted in a less responsible manner, the National Association of Orchestra Leaders, the maverick booking agents, the rival A.M.U. and our scabbing "friends" would have been writing our obituary.

What's wrong with every working musician paying Work Dues to support the organization that represents him or her? That's the democratic way — the fair way. Indeed, it's the American way!

As far back as I can remember it has always been customary for those who work to pay. Why, forty years ago — when I was playing the Capitol Theatre in Washington, D.C. — we paid \$1.75 a week into the Theatre Defense Fund from which I

have never received a penny. And before you scoff at such a sum, let me remind one and all that, comparatively speaking, a buck-seventy-five was a hunk of dough in earlier days.

June passed and in early July it was necessary to spend a week in

Salt Lake City setting up next year's Convention (already reported upon).

Here it was the middle of July and the Subcommittee of the I.E.B. converged upon Los Angeles ready to sit down with the producers of Motion Pictures and Television Films to hammer out a new contract. But if you know Hollywood and producers, you know they can't operate without a scenario.

The scenario on this occasion was not quite apparent at first. In fact, the several days we were scheduled to meet and didn't were received as a sort of mini-vacation. And we more or less understood because the "poor" producers had been up all night the day we arrived trying to

(Continued on page nineteen)



Left to right: Ken Faeller, President-Secretary of Local 72 in Fort Worth, Texas, and President of the Texas Association of Musicians Unions, looks on as a TEMPO-PCC check for \$250 is presented to House Majority Leader Jim Wright by Red Woodward, Local 72 Board Member and AFM Legislative Director for Texas.

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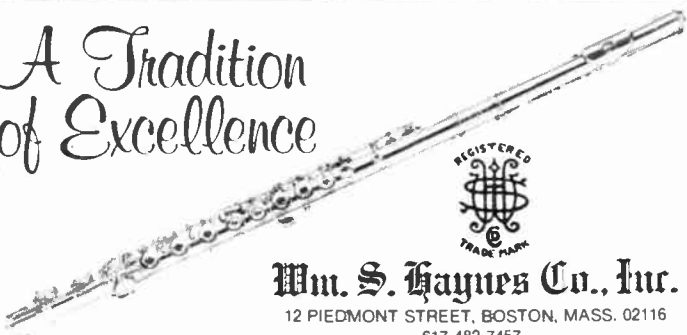
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1980 AFM CONGRESS OF STRINGS: STRING STUDENTS PREPARE FOR PROFESSIONAL SYMPHONIC CAREERS



In a rare moment away from their instruments, students attending this summer's Congress of Strings program at the University of Cincinnati gather for a group photo with several members of the Congress of Strings artist/faculty. Standing are Jerry Suit, assistant to Dr. Warren George of the university's staff; COS violinist Robert Oppelt, COS Music Director Phillip Spurgeon, Dr. George, the university's coordinator for the COS program; COS violinist Jonathan Matt, violist Michel Samson and bassist Paul Ellison.

The 1980 Congress of Strings came to a close at both the University of Cincinnati (Ohio) and the University of Washington (Seattle) campuses on August 15. It marked the twenty-second year that the AFM's string program brought together young, talented string students and professional musicians for an intensive, eight-week course of study and performance. Approximately sixty students at each campus began the course on June 23, for the most part, as strangers, but finished as partners in harmony.

For the serious student aspiring to a career as a symphony musician, the Congress of Strings affords the rare opportunity to translate talent and enthusiasm into professional-style performance. The COS artist-faculty's in-depth attention to individual musical development in seemingly endless practice sessions and rehearsals is but a prelude to the concert performances given by the COS Orchestra.

Here's a brief recap of how the program shaped up:

UNIVERSITY OF CINCINNATI
Phillip Spurgeon, Music Director

Students and faculty got right down to business from the first day with an orientation class, followed by a practice session. During the next eight weeks, Monday's

through Friday's activities would begin at 9:30 A.M. and run until 5:00 P.M. — sometimes until 9:00 P.M. for concert rehearsals. (Of course, there were appropriate lunch and dinner breaks.)

Master classes were conducted by violinist Dorothy DeLay on July 21 and August 6, cellist Janos Starker on July 28 and guest conductor Rafael Druian on August 12. Also, the students heard talks by Eugene Frey, President of Cincinnati Local 1, on July 18 and by Judy Aaron, orchestra manager of the Cincinnati Symphony Orchestra, on August 1.

A tight concert schedule, with the first public performance by the COS Orchestra set for July 3, kept students at their instruments with dedicated zeal. The guest conductors for the Cincinnati concert series included Milton Katims for the July 3 performance, young Peter Bay, winner of the Baltimore Symphony Orchestra's conductors competition (see *International Musician*, June, 1980), on the podium on July 17, COS Music Director Phillip Spurgeon conducting on July 31 and Rafael Druian for the final concert on August 14.

The concert on July 31, conducted by Mr. Spurgeon, was dedicated to the memory of Richard Johannes Lert, who passed away in April. Dr. Lert had served as a guest conductor for the Congress of Strings in the summers of 1973 and '74.

Music performed for this summer's concerts included works by Jean Rivier, Ermanno Wolf-Ferrari, J.S. Bach, George Gershwin, Ernest Bloch, Vaughan Williams and Tchaikovsky. In addition to these performances of the full COS Orchestra, students performed in chamber ensembles.

Recitals were also given by members of the faculty staff, which included violinist Jonathan Mott and Robert Oppelt, violist Michel Samson, cellist Hans Jorgen Jensen and bassist Paul Ellison.

Following the final August 15 concert, faculty and students gathered at a festive reception — and relaxed!

UNIVERSITY OF WASHINGTON
Jerome Kessler, Music Director

Students at this COS campus were equally as busy with a full schedule of classes, practice sessions and rehearsals. Each student received a private lesson once a week and, commencing the third week of the Congress, weekly chamber music lessons. Master classes were given by COS guest conductors Rafael Druian and Milton Katims, and by visiting artist Eudice Shapiro (see

International Musician, July, 1980), who held a special two-day class in violin. A lesson in orchestra conducting was offered by John Barnett, who was substituted as a guest conductor for James DePreist. Mr. DePreist had, unfortunately, suffered an injury to his conducting arm during a fall.

The entire COS faculty, which included violinists Michael Foxman and Phillip Ruder, violist Yizhak Schotten, cellist Raymond Davis and bassist Frank Diliberto, as well as Music Director Kessler, gave a seminar entitled "Life in the Professional Orchestra," and also held "mock" symphony auditions for the students. Students heard a two-part lecture on practice techniques by Mr. Davis and on the subject of "Work and Money: Getting It and Keeping It," by Mr. Kessler. Also addressing the group were Seattle Local 76 representatives Chet Ramage and Gary Syers, Seattle Opera Music Director Henry Holt and instrument repair expert David Saunders.

Student recitals took place on August 5 and 11, and a special appearance of the COS Chamber Orchestra, conducted by Mr. Kessler, and the COS Cello Choir, under Mr. Davis, was made at Seattle's Poncho Theatre on August 10. The full COS Orchestra, under Mr. Kessler's direction, performed at the Centrum in Fort Worden State Park in Port Townsend, Washington, on July 19. Faculty members Foxman, Ruder, Davis, Schotten and Kessler performed in a series of recitals on June 24 and July 9 and 29.

Guest conductors for the COS Orchestra's well-received concert series, which took place at the university's Meany Theatre, were Rafael Druian on July 3, Milton Katims on July 17, Mr. Kessler on July 31 and John Barnett on August 13. The students' concert repertoire included music by Mendelssohn, Samuel Barber, W. A. Mozart, Gustav Mahler, Georg Telemann and Ottorino Respighi.

Secretary-Treasurer J. Martin Emerson, COS Project Director, was present in the near-capacity crowd attending the final concert of the COS Orchestra at Seattle and reports that this was the best group of student musicians he's ever heard at this campus. "The young people did extremely well," he commented, "especially since the performance was given under the additional pressure of the last-minute change of conductors."

Following the August 13 concert, a party was held for students, faculty and guests.



PRO FILE: ART PERRY

For all those queens — and kings — of the ballroom dance era, Art Perry and His Band of a Thousand Melodies play on. Recapturing the time when couples swayed to the mellow sounds of the big bands, Perry's group entertains hundreds of the "twenty-five and over" crowd every Sunday, Wednesday and Friday at the Lincoln Park Ballroom and Lounge in South Dartmouth, Massachusetts.

Perry, a longtime member of Local 214 in New Bedford, Massachusetts, has been a bandleader and trumpeter for some forty years, and he can still keep the crowd dancing the night away under the twirling mirrored lights.

In fact, Perry is enjoying greater success now than ever before in his career. Over the years, like so many other musicians, he has had to subsidize his musical activities with "day jobs," including managing a small restaurant and, later, a music store.

But today Perry is able to concentrate on performing and promoting his favorite style of



Art Perry

music — ballroom. Fortunately for Perry, people want to go out dancing again, and fortunately for those people, Perry and his band are ready for them, with a repertoire chock full of music for rumbas, tangos, waltzes, fox-trots and even a little disco.

Perry's ballroom renaissance began four years ago, when he started reminiscing about the height of the big band era. The huge crowds packed ballrooms across the country to dance to live music. Dancing was, without a doubt, the number one choice in America for an evening's entertainment.

Perry became enthused with the idea that ballroom dancing was not a mere memory. He knew dancing, in the form of disco, had once again become a popular American pastime. Perhaps, he reasoned, there are enough people out there who would love to join the crowd, but who find discos a little too hectic and loud. Perhaps people were looking for a gentler atmosphere, a dance floor filled not with anonymous moving bodies, but friendly smiling faces. Perhaps the world was ready, again, for just a little romance.

He called the management of the Lincoln Park Ballroom and presented his idea. They liked it, and an agreement was quickly reached. Bandleader Perry was to promote the dancing, while the ballroom management would handle the food, beverage and checking concessions. The dances

West Bridgewater.

The bandleader's success has been a boon to area musicians who have for so long been underemployed. During the winter months, when business is at its peak, Perry has as many as sixteen musicians on the bandstand. His sidemen are seasoned pros who have worked with the likes of Vaughn Monroe, Jack Marshall, Lester Lanin and Isham Jones. One of the regulars was formerly the assistant conductor of the Long Beach Band of California and another sideman was previously a percussionist for the Saint Louis Symphony.

Art Perry is proud of his recent musical success. For this musician, ballroom dancing is an idea whose time has come — again.



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JAZZ

A flock of jazz greats invaded Montreal last July 17-21 for the Festjazz International Jazz and Blues Festival which took place at the gorgeous Place des Arts. Taj Mahal and his band stole the show opening night with their brand of music — a blend of traditional blues,

BY MURRAY GINSBERG

jazz and calypso — that had the crowd roaring approval. The festival was sponsored by Roue Doudou Boicel, a native of French Guiana who says he'll do anything to keep black culture alive.

"These musicians all came to play for me," said Doudou, the name by

which he is best known in Montreal. The hefty forty-two-year old, decked out in a blue caftan was prominent backstage as he greeted musicians, many of whom were old friends.

Presented at the festival over the five-day stretch of programs were Sonny Terry, Brownie McGhee, Lightnin' Hopkins, Louisiana Red, jazz singer Nina Simone, Woody Herman, Gerry Mulligan Quintet, Big Mama Thornton and Miriam Makeba, among others.

Jazz flutist Moe Koffman and Quintet, recently returned from England where they played at the prestigious Bracknell Jazz Festival, were invited while there to play for Queen Elizabeth and Prince Philip in Canada House in honor of its 100th

anniversary. According to Koffman, a rehearsal was staged during the afternoon with members of the Canadian High Commission, musicians and staff on how to greet the Royal Couple — no playing, just bowing, etc. Moe says Her Majesty and the Prince couldn't have been more gracious when they arrived for the real thing that evening. The Queen asked Koffman what he was doing in England, whereupon Moe bowed and replied, "We're here to play at the Bracknell Jazz Festival, Your Majesty."

"I see," said the Queen. The eighteenth annual Jazz-on-the-Lake cruises out of Toronto will complete another season September 12 with Shox Johnson and the Jive Bombers playing opposite John Charles and the Excelsior Jazz Band. In a recent interview with entrepreneur Ron Arnold, we were informed that the concerts have been presented every other week for the last eighteen years on the Toronto ferry boats, Sam McBride and Trillium, which steam around

Toronto Harbor for about four hours each night while the bands do their thing.

"The idea was to give Toronto jazz fans a chance to get a taste of what the Mississippi Riverboats were like in the old days of jazz," says Arnold.

Well, Toronto Harbor is hardly the Mississippi, but with the lineup of bands presented by Arnold over the years, locals have indeed had a taste of some of the city's best jazz groups.

"The concerts are getting more difficult to stage," says Arnold. "Every year we run into more bureaucracy, either with the Liquor Control Board, or the Ferry officials, or whatever. In the old days we would fill the boats with about 800 people and turn 300 to 400 away at the dock. Lately though, the crowds have been less than full houses."

But Arnold expects to continue with the cruises. Jazz has always been a special part of his life. he explained, and like many others in

the business, the influence of the Louis Armstrongs and Fate Marables still make him want to demonstrate a bit of jazz history to Toronto audiences.

"There are still enough people around who are enthusiastic about the cruises," he says.

We wish him luck, particularly since from a practical point of view Ron Arnold has been instrumental in providing employment to dozens of musicians. This past summer the Jazz-on-the-Lake cruises presented Norm Bernard's Chicago Jazz Makers, Jim Galloway and the Metro Stompers, Dick Smith Syncona and Nemo Acevido and the Aguanila Latin Jazz Band.

Redford McGarvey, seventy-three, longtime Toronto Dixieland drummer with the late, great Trump Davidson, has announced he is packing it in. Reef, as he is affectionately called by his many friends, came originally from Windsor, Ontario, where he played as a youngster in that city and across the river in Detroit with a number of bands, including Gene Goldkette in the 1920s and early '30s. He recalls many incidents around Detroit when another youngster by the name of Beiderbecke (he wasn't even called "Bix" then) used to beg the bandleaders to let him sit in for a few sets. Redford McGarvey, you'll be missed by your many admirers and friends. You really made it happen!

ROCK/NEW WAVE

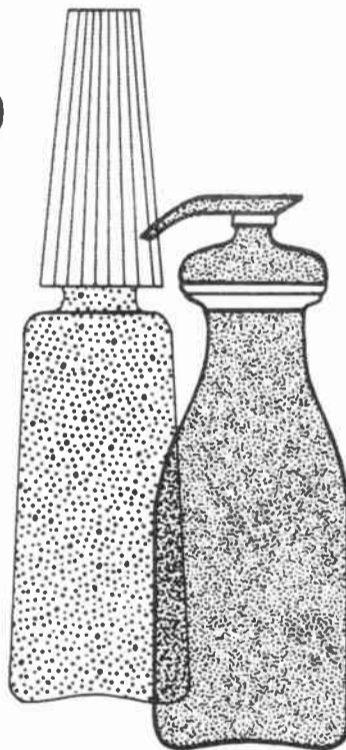
Stop! Go no further. If voices in the West are to be believed, Vancouver is the rock hot spot in North America. There are so many bands in that city that they're taking over the north end. A small record company, Quintessence, has been responsible for lifting a number of better groups off the ground. The company has, for example, recently released a couple of albums by Six Cylinder and Powder Blues, and both have been played constantly by just about every radio station in British Columbia. No sooner did the Cylinder album take off than a big label decided to take a chance and get in on the act by signing them. There is no doubt that Quintessence is on the right track with their stable. They've helped a number of Vancouver-based groups, notably Pointed Sticks, D.O.A., The Young Canadians, Six Cylinder and Doug and the Slugs. Doug and the Slugs have a single, "Too Bad," that's gone gold, which is as good as gold 'cause another big label has been after them. Trouble is, Quintessence breaks the groups into the limelight then loses them to the biggies. Bands like U-J3RK5 and Blue Northern, for instance, have signed licensing deals with Polygram. That's good for Polygram but what about Quintessence?

Now then, let's move on to Regina. Still part of the Golden West, Regina played host to three eastern bands at the Centre of the Arts last July and Saskatchewan folks are still talking about it. Goddo, from Toronto, Teaze and Les Pucks, both from Montreal, brought extra metal to the Centre for the triple bill and laid it all around to the delight of the roaring crowd. Goddo, a group with a large following in Ontario, hopes to make an impression on western audiences. Judging from the cracks in the Centre's airwaves the impression was well made last July.

That is not to say that Regina is a barren wasteland. No way. Consider the Regina rock band, Streetheart, for example. Led by singer Kenny Shields, and featuring Daryl Gutheil on keyboards, John Hannah on guitar, Spider on bass and Herb Ego on drums, the band's smash album, "Quicksand Shoes" (recorded at Le Studio in Morin Heights, Quebec), shows the group's high energy and

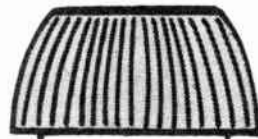
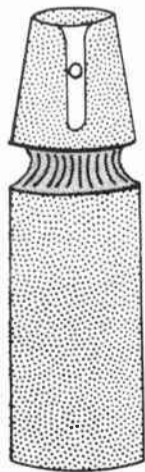
(Continued on page nineteen)

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NEWS NUGGETS



Fifteen-year-old drummer James Huwe, who joined Eau Claire, Wisconsin, Local 345 in July, 1979, is currently engaged with Jim Radloff's Combo.

New York's Manhattan Plaza apartment complex, which is subsidized by the city specifically for people in the arts, has proved to be a boon to the city's west side. Opened three years ago, the presence of these modern buildings and their artistic tenants have encouraged the establishment of many new shops, restaurants and off-Broadway theatres in an area that in years past had been little more than an embarrassing eyesore for New Yorkers.

Manhattan Plaza residents such as jazz musician Russell Procope deserve a healthy share of the credit for the community turnaround. An alto saxophonist/clarinetist and fifty-three-year member of AFM Local 802 in New York, Procope played for some thirty years with Duke Ellington's orchestra. Shortly after becoming one of the charter residents of the artists' complex, the veteran jazz man was presented with an honorary key to the building by the New York City Mayor Abraham D. Beame.

Procope has more than justified his honored status in the community. Recently, he and several of his neighbors seized the opportunity to further improve the area by launching a cleanup effort for nearby McCaffrey Park, on Ninth Avenue and Forty-third Street.

Said Procope, "It's across the street from a school and used to be used as a playground, but then it became a place where drug addicts and winos hung out, so naturally the children didn't want to go there."

With the success of the reclamation program, area residents felt a celebration was in order, and again Procope came through, performing in a free jazz concert along with the Manhattan Plaza Jazz All-Stars and cast members from the musical, "Stompin' at the Savoy."

James Sitterly recently performed the premiere performances of his *Third Violin Concerto* under the baton of Frank Collura with the Sacramento and Kansas City symphony orchestras.

String bassist Bill Meier is something of an inspiration to his fellow musicians in Davenport, Iowa. During his sixty years in the business he has performed with about 100 bands. For the past seven years he has been with the Lou Thorne Band, which plays in the area on the weekends. During the usual business week, Mr. Meier is self-employed as a house painter and decorator and, at age ninety, he

leaves his admirers in awe of his energy.

Born in March, 1890, he started playing the violin while still in his teens and later switched to bass before joining the Tri-City Symphony in the 1930s. He became a member of Davenport Local 67 in March, 1943, and was given honorary membership in 1963.

Although his musical activities and decorating work take up most of his time, Mr. Meier enjoys to travel and recently attended his family's reunion in Minnesota.

Reports coming back from Mammoth Lakes, California, have it that the third annual Sierra Summer Festival was a joy for performers and patrons alike. The series of concerts under the stars was held in that state's beautiful High Sierra country and featured the diverse musical talents of country and western artist Merle Haggard, the Kingston Trio, jazz pianist (and Mammoth resident) Joe Sample, pop artist Maria Muldaur, the Aman folk music and dance ensemble, the Westside Symphony Orchestra under conductor Bogidar Avramov, and classical concert pianist Yuri Lotakov.

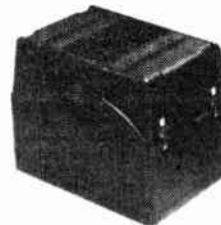
In addition to the concerts, the festival sponsored a series of workshops on musical and theatrical topics. These classes and their instructors included "Songwriting" by Jimmie Haskell, "The Enjoyment of Symphonic Music" by conductor Avramov, "Flute" by Sheridan Stokes, "A Survey of Western Music" by Ted Dysktra, and "Choral Conducting" by Walter Buchanan. The workshops, offered through Loyola Marymount University of Los Angeles, awarded college credits for successful completion, but were also attended by those wishing only an opportunity to learn more about the arts.

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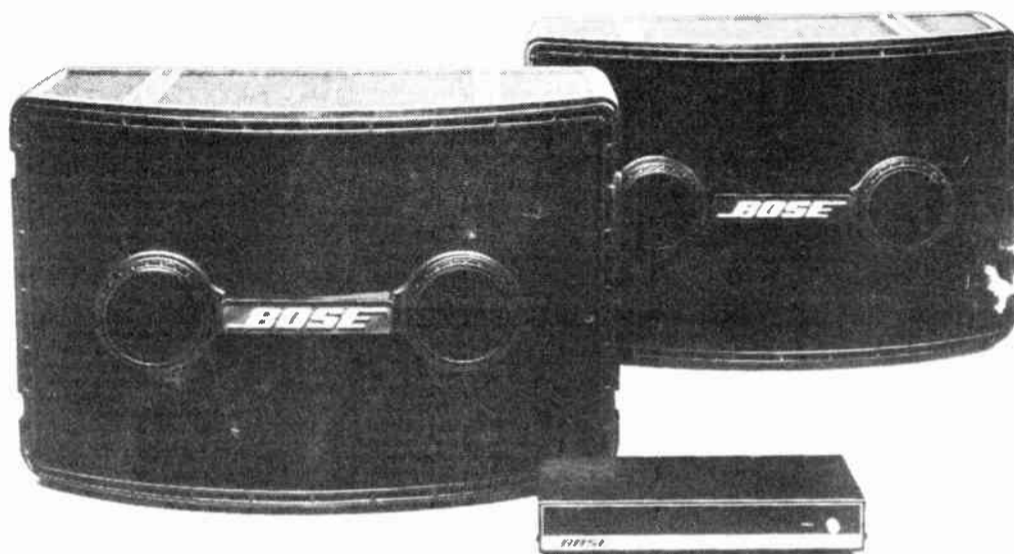
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POP NEWS

Dr. John's group played at Carly Simon's club, The Hot Tin Roof, in Martha's Vineyard (Massachusetts), August 28 and 29. Pianist Dr. John — also known as Mac Rebennack — features trumpeter Charlie Miller, saxophonist Jimmy Tyler, bassist Stu

BY BURT KORALL

Woods and drummer Richard Crooks in his band. . . Saxophonist **Freddy Martin** and his orchestra played Catalina Island, off California, September 6. Martin, seventy-four-years young, celebrates his fiftieth anniversary as a bandleader later this year. . . **Quincy Jones**, who has established himself as a major factor in several musical areas, told *Variety's* Cynthia Kirk that he intends to concentrate on motion picture production and to launch his new record label, Qwest. . . Pianist **Charlie Smalls**, composer of the music for "The Wiz," which had a lengthy run on Broadway and then was made into a film, was heard in concert with his band and group of entertainers at Seventh Avenue South in New York City, July 4, 5 and 6. . . In the Connecticut area, the music of a group called **Unexpected Pleasure** is frequently heard. Saxophonist-clarinetist-flutist **Tony Vespoli** is the leader. His associates are **Pat Daniels** (piano), **Gino Sanski** (bass), **Bill Vitvitsky** (drums) and **Debra La Roche** (vocals). . . Bass guitarist **Lou Satterfield** and tenor saxophonist **Don Myrick**, members of the well-known group, **Earth, Wind and Fire**, offered their own avant-garde compositions during a recital on July 26 at the William Grant Still

Community Arts Center in Los Angeles. . . The **Burton Chace Park**, Marina Del Rey, California, was the site of a concert by clarinetist **Ralph LaPolla** and his "Swinging Years Big Band," August 17. . . Organist **Frank Pellico** is in his thirteenth year at the Matterhorn Supper Club in Palos Park, Illinois. He works with **Dave Ksycki** (percussion) and **Patti Marshall** (organ and synthesizers). . . **Norman Leyden**, former arranger for the **Glenn Miller band**, conducted the **Minnesota Pops Orchestra** in four performances, June 25-28, titled "Big Band Broadcast." The concerts at Orchestra Hall in Minneapolis were deeply nostalgic; they offered music associated with the bands of **Benny Goodman**, **Tommy Dorsey**, **Glenn Miller** and **Artie Shaw**. **Bill Diehl**, of Radio Station WCCO, hosted all four evenings. . . **Rick Danko**, songwriter, singer and bassist with **The Band**, a now defunct but thoroughly memorable unit, brings his talents to bear in "Take Me Up to the Ballgame," an animated special scheduled to be televised nationally this month. All the animated action on the program is built around Danko's music. He also performs three of his own songs — "Trust Me," "We're Gonna Turn Your Game Around" and "We'll Find a Way" — on this baseball sci-fi offering. . . **James Taylor** and **Barry Manilow** were among the pop acts showcased in August at the Blossom Music Center, Cuyahoga Falls, Ohio.

JAZZ NOTES

Trumpeter **Benny Bailey**, who lived abroad for twenty-seven years, has decided to remain in this country. He is encouraged by the

renaissance of jazz activity, particularly in New York. Judging from his performance at the recent Newport/New York Festival, Bailey has a great deal to offer his homeland. . . July's Wolf Trap International Jazz Festival in Vienna, Virginia, had a **Dizzy Gillespie** retrospective on its second evening. The musicians involved, aside from Diz, were **Kenny Clarke** (drums), **Ray Brown** (bass), **Slide Hampton** (trombone), **John Lewis** (piano), **Jackie McLean** and **Sonny Stitt** (saxophones) and the **Medium Rare Big Band**. . . Recently at Carmelo's in Los Angeles: **Pat Longo's Super Big Band** and **Frank Sinatra, Jr.**, and the **Rodger Fox Big Band** from New Zealand. . . The Chicago Festival's opening night, August 25, was a tribute to **Duke Ellington**. It featured the **Ellington Alumni Band**, including **Britt Woodman**, **Sonny Greer** and **Louis Metcalf**, among others; the **Jimmie Rowles Trio**; the **Kenny Burrell Trio**; the **Chicago Rhythm Makers**; the **Emanuel Cranshaw Quintet** and the **John Neely Big Band**. This concert and all the other events during the week-long festival were held at the Petrillo Music Shell (named for AFM President Emeritus **James C. Petrillo**) in Grant Park. . . **Henry Mancini's "Suite for Jazz Bassoon and Orchestra"** will be introduced during an upcoming concert series in Los Angeles by reed virtuoso **Ray Pizzi** and **The Orchestra**, an eighty-piece organization comprised of the top musicians in Southern California. . . Drummer **Paul "P.J." Vallerina's** group, **Bird-Era**, with **Matt Michaels** (piano), **Herbie Williams** (trumpet and flugelhorn), **Charlie Brown** (alto and tenor saxophones) and **Robert Allen** (bass), appeared at the recent **Montreux-Detroit Jazz Festival**. . . From Texas comes news of the **John Roberts Jazz Band**. Featured for the past seven years in the Basin Street Room of the Oyster Bar in Austin, it is comprised of leader **John Roberts** (tuba), **Cader Shelby** (clarinet), **Ty Jeffery** (cornet), **Pat Baughman** (trombone), **Jerry Reich** (piano and banjo) and **Ray Mitchell** (drums).

The band plays some fine traditional jazz, says a Texas correspondent.
MOSTLY ON CAMPUS
Pianist-composer-arranger **Columbus "Duke" Pearson**, who passed away in early August, received an Honorary Doctorate of Humane Letters from his alma mater, Clark College (Atlanta, Georgia) during its recent 1980 commencement exercises. . . The highly-esteemed composer and recently named conductor of the **Boston Pops**, **John Williams**, and super drummer **Buddy Rich** were recipients of Honorary Doctor of Music degrees from the Berklee College of Music during June commencement ceremonies, held in Berklee's Performance Center in Boston. . . **Justin DiCioccio**, a drummer who has worked with the **Chuck Mangione Quartet** and the **Sammy Nestico Ensembles**, has been designated the conductor of the **Princeton University Jazz Ensemble**. **DiCioccio** currently is director of jazz studies at the High School of Music and Art in New York City and a percussion specialist at the Manhattan School of Music. . . The second annual **Trombone Extravaganza** was held July 20 in the Campus Center of Pierce College in Los Angeles. Sponsored by the **American Sphorn Society** and **Pierce College Community Services**, the eight-hour concert included performances by the **Dave Wells Band**, the **LA Rhythm and Bone Ensemble**, **Trombone Pacifica**, **Miles Anderson**, **Bruce Fowler** and **The Enormous Bones**, **Raul De Souza**, **Byron Peebles**, **Trombones in the Mainstream**, the **Gary Shutes Quartet**, **Trombone Atlantica** and the **Valley Bones**. . . Bassist **Rufus Reid** is assistant professor of music and director of performing groups at **William Patterson College** of New Jersey in Wayne. . . The **New Orleans Heritage Hall Jazz Band** made an appearance at the State University of New York at Stony Brook, July 27. The group featured **Teddy Riley** (trumpet), **Manuel Crusto** (clarinet), **Fred Lonzo** (trombone), **Ellis Marsalis** (piano), **Walter Payton, Jr.** (bass) and **Freddie Kohlman** (drums and leader).

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OVER FEDERATION FIELD

Peter J. Anesi recently retired as President of Local 98, Edwardsville, Illinois, after thirty-eight years in that post. He is succeeded by Vice President Ervin Mouish. The Local's trustees have appointed Mr. Anesi as Vice President to fill out Mr. Mouish's term until the Local's annual October elections are held.

A member of the Federation since 1917, Mr. Anesi was a delegate to more than thirty-five AFM Conventions and for many years served on the *International Musician Committee*.

A trumpet player, Mr. Anesi worked in dance bands in his earlier years and was first trumpet in the Edwardsville Municipal Band. Now a "young" seventy-nine years of age, he enjoys bowling several times each week and is an avid sports fan.

The Local presented Mr. Anesi with a special plaque which eloquently spoke for all his fellow musicians: "From a grateful membership in appreciation of thirty-eight years of faithful service as our President."

Five members of Portland (Oregon) Local 99 were awarded study grant scholarships from the Local's Memorial Scholarship Funds. The funds represent the combined resources of several formerly separate awards named in honor of deceased members Ruth Close, Eddy Flemmer and Nick Noll.

Scholarship recipients are violinist Eileen Deiss, who will begin private study with Mehli Mehta in Los Angeles; violinist Bertha Leeder, who will pursue lessons with Lajos Balogh in Portland; bassist Jerome Magill, who will attend the Shawnigan School of the Arts at St. Michael's University in Victoria, British Columbia, Canada, where he will study with Gary Karr; trombonist Randall Malmstrom, who has already begun private studies in brass techniques with Christopher Leuba; and guitarist Glen Parker, whose plans include private study with an eminent guitarist in Los Angeles.

This year's grant awards totaled \$1,875.00. All members of Local 99 are invited to submit their name for consideration by the April 1 deadline.

This year marks the fiftieth anniversary of membership in the American Federation of Musicians for seventeen members of Local 140 in Wilkes-Barre, Pennsylvania.

Such staunch loyalty to the union does not go unnoticed — or unrewarded. At a ceremony this past March, the Local gathered all seventeen gentlemen together to present them with gold life membership cards.

Heading up the list of musical veterans is the President of Local 140, Alfred Seidel, who joined the union in 1929 as a percussionist. But Seidel's musical roots go back even farther than that. Both his mother and father were pianists, and it was at the silent movie theatre where his father played that Seidel first became enamored of the drums. This infatuation led to a long and productive career as a musician, backing up such names as Bob and Ray Eberle and Sally Rand. Seidel speaks with particular pride of the time he had the opportunity to play for Eleanor Roosevelt.

Seidel's union leadership, he says, was not the result of any desires or expectations on his part,

but rather "fate." His close friend, Jack Melton, was serving as President of the Local, and upon his death, Seidel, as Vice President, was left with the task of assuming the top office. In addition, Seidel has administered the Music Performance Trust Funds in the area for eighteen years. As such, he has processed over \$400,000 worth of employment for member-musicians.

Seidel's fellow gold card

recipients are: trombonist/accordionist Walter Ardrucik, accordionist Leander Castellani, saxophonist/clarinetist William Gardner, saxophonist/flutist/clarinetist George Kaschenbach, saxophonist/clarinetist Charles (Bud) Miall, saxophonist/clarinetist/arranger Steve Milazzo, pianist Charles H. Milhaus, pianist/accordionist John A. Nutaitis (Jack Titus), trumpeter William Sauer, drummer William Yarrish, trumpeter/trombonist/saxophonist Carl J. Zannetti, violinist Adolph Edford, guitarist/bassist Ralph Good, trombonist Andrew Kruzal, saxophonist/clarinetist Stanley Kulatz, and saxophonist/clarinetist Cyril Surenak.

Sincere congratulations to all these fine union men!



Peter J. Anesi (third from left) was presented with a special plaque by Edwardsville (Illinois) Local 98 upon his retirement from the Local's Presidency, which he held for thirty-eight years. Gathered for the presentation are (left to right) new President Ervin Mouish, Trustee Terry Moore, Mr. Anesi, Trustee Al Rezbek, Secretary Robert J. Wehling, Trustee Jack Broderick and Treasurer Barney Hale.



Newly elected officers of Local 674, Cavington, West Virginia, are (front row, left to right) Secretary-Treasurer Gary Williams, Executive Board Members Stuart Brugh, Curtis "Abe" Pursley, Jim Caldwell and (back row, left to right) Vice President Frank Spicer, Executive Board Member Canny Thymius, President Roy "Buck" Arritt.

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BART KERR

Bart Kerr, President of Local 42, Racine, Wisconsin, died on June 12 of cancer. He was also a life member of Local 10-208, Chicago, and Local 59, Kenosha, Wisconsin.

Mr. Kerr, sixty-two, had been elected President of Local 42 earlier this year. Before that he served the Local for many years as an Executive Board Member, Vice President and Secretary-Treasurer. He had attended nine AFM Conventions.

Born on December 29, 1917, Mr. Kerr joined Local 42 as a trumpet player on February 2, 1937. He performed with a number of area bands, including Freddy Mann's Big Band and John Furness' Band, among others. For a time, he fronted the Bart Kerr Orchestra.

RICHARD THOMAS STICH

Richard Thomas Stich, President of Local 541, Napa, California, for the past two years, died on June 13 at the age of fifty-eight. Prior to taking over the Local's top office, he served as a member of its Executive Board for five years.

A native of Ironton, Ohio, Mr. Stich settled in the Napa-Vallejo area in 1945 and enjoyed an active performing schedule for many years.

He also held membership in Local 292, Santa Rosa, California.

HORACIO A. DURAN

Horacio A. (Ray) Duran, pianist-arranger for Harry Douglass and the Deep River Boys vocal group,



Horacio A. Duran

died on August 2 following a brief illness.

Born on April 19, 1910, in Panama City, Panama, Mr. Duran went to New York in 1928. During the 1930s he performed at such spots as the Kit Kat Club, the Savoy Ballroom, Small's Paradise and the Cotton Club. He joined the Deep River Boys in 1940 for their program series over the NBC radio network and toured throughout the world as their pianist-arranger until October of last year.

Mr. Duran was a longtime member of New York City Local 802.

HELEN HAGNES

Helen Hagnes, a thirty-year-old violinist, was found dead at the Metropolitan Opera House in New York City on July 24. Ms. Hagnes was last seen leaving the orchestra pit of the Met during the intermission of a ballet performance by the Panovs, for which the musician had been hired on a freelance basis. She spoke briefly with a fellow musician backstage, then headed toward the dressing room of Valery Panov, whom she evidently

hoped to interest in her husband's stage setting work. She did not return to her chair after the intermission. Her body was later discovered at the bottom of a sixty-foot air shaft at the rear of the building. The ballet star, who did not know Ms. Hagnes personally, had not met with her and has since been ruled out as a suspect in the slaying. Exhaustive investigations continue in the case, and have led to increased security at the Met.

The violinist, who lived with her husband, sculptor Janis Mintiks, in Manhattan, was remembered by friends and colleagues as "a beautiful person," whose charm and wit earned her their affection. But it was her intense discipline as an artist that earned her their respect. Her close friend and musical partner, pianist Judith Olson, noted that although Ms. Hagnes had attained an admirable level of success in the fiercely competitive world of the free-lance classical musician, she never lost sight of her goal of becoming a soloist and chamber player, and she showed every sign of realizing that goal.

The daughter of a poultry farmer in Aldergrove, British Columbia, she had already realized several of her lifelong dreams. After demonstrating musical talent at an early age, Ms. Hagnes went on to study at one of the world's most prestigious institutions for the performing arts, Juilliard, where she earned both her bachelor's and master's degrees. She furthered her musical studies in England, Switzerland and Italy, and played professionally in Europe, the Mideast, Canada and the United States, but she called New York home and based both her career (as a member of Local 802) and her private life there.

RICHARD J. LERT

Richard Johannes Lert, who served as a guest conductor for the AFM Congress of Strings Orchestra at the University of Cincinnati in 1973 and again in 1974, died on April 25. The ninety-four-year-old master conductor and educator was a life member of Los Angeles Local 47.

Born on September 19, 1885, in Vienna, Austria, Lert was nurtured by some of Europe's musical giants. He played in orchestras conducted by Gustav Mahler, Richard Strauss, Arthur Nikisch and Bruno Walter and counted among his many friends the likes of Alban Berg, Otto Klemperer, Wilhelm Furtwangler and Erich Kleiber.

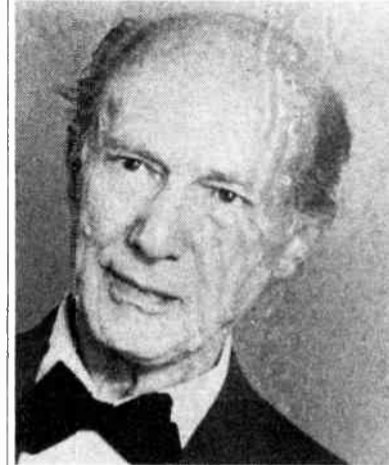
Following his graduation from the University of Vienna, Lert's first conducting assignment was in Dusseldorf, Germany, in 1909. Later the young conductor was called to Berlin to stage the Wagner Ring Cycle. He also held conducting posts in Hanover and Mannheim before coming to the United States in 1931 to conduct concerts at the Hollywood Bowl. Five years later he took over the helm of the Pasadena Symphony Orchestra, guiding it for thirty-six years. Many musicians benefitted from his inspiration and exceptional teaching ability and have gone into various phases of music.

Lert entered the teaching field officially in the 1940s, teaching conducting for six years at Santa Barbara's Music Academy of the West and serving as its director.

In 1956 he was hired to supervise a Conductors' Workshop started by

the American Symphony Orchestra League to train conductors of community orchestras. These workshops were first held at Asilomar, California, and in 1958 began also in Orkney Springs, Virginia, where the Institute of Orchestral Studies became affiliated with the Shenandoah Valley Music Festival. Lert remained head of the program until it was discontinued in 1978. For exemplary service, the League presented him with its Gold Baton Award.

Throughout the years Richard Johannes Lert remained in contact



Richard J. Lert

with his students. "Never have I enjoyed conducting as much as teaching," he admitted. "Working with young people, helping young conductors — that is where the real rewards are found."

On July 31 the students of this year's Congress of Strings program gave a concert at Cincinnati's Corbett Auditorium dedicated to the memory of its illustrious former guest conductor.

JOSEPH P. TALONE

Joseph P. Talone, a past Vice President of Local 400, Hartford, Connecticut, died on August 1 at the age of fifty-eight.

Mr. Talone was born in Winchester, Massachusetts, and was graduated from the New England Conservatory of Music in Boston. In 1949 he joined the Hartford Symphony Orchestra as a trumpet player, remaining active with the orchestra for fourteen years. He also served as the orchestra's personnel manager for a time and was a former teacher at the Hartford School of Music.

HENRY SINGER

Henry Singer, an honorary member of Local 390, Edmonton, Alberta, Canada, and an important resident of that city, succumbed to cancer on April 22. He was sixty-nine years of age.

Before going into business for himself, Mr. Singer played drums and vibraphone in Toronto, New York and Bermuda. He was also involved in the development of the Yardbird Suite, an Edmonton coffeehouse where musicians could gather and play various types of music.

In 1942 Mr. Singer joined the Royal Canadian Air Force and organized its first entertainment unit. He wrote scripts for the show, "Blackout," and directed its performances throughout World War II.

There is no aspect of Edmonton's civic life that escaped Mr. Singer's mark. In addition to running a successful chain of exclusive men's shops, he served as President of the B'nai B'rith, Better Business Bureau and the United Way campaign. He also helped revive the Eskimos Football Club and was instrumental in establishing a games competition for the handicapped in Edmonton. By all counts, it was a well-deserved honor when Mr. Singer was named the city's "Citizen of the Year."

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OFFICIAL PROCEEDINGS
EIGHTY-THIRD ANNUAL AFM CONVENTION

CUMBERLAND COUNTY CIVIC CENTER
PORTLAND, MAINE

SECOND DAY

June 17, 1980

President Fuentealba calls the session to order at 11:10 a.m.

For approximately one hour prior to the opening of the session, the delegates are entertained by the String Ensemble under the direction of Robert A. Carabia.

ANNOUNCEMENTS

Delegate DeVitt moves that an Election Committee of 30 be appointed. No objections.

ELECTION COMMITTEE

The following committee is appointed:

Douglas Janke (Chairman), 226; Robert B. Wheeler, 1; Anthony Santelli, 52; E. C. Holland, 65; Joanne Gillespie, 90; Frank B. Loiars, 97; David J. Wilkins, 104; Francis Montanaro, 107; Roy C. Billion, 118; Robert J. Sawyer, 125; Robert Draper, 184; William F. Paulus, 215; John C. Major, 218; Thomas Casapulla, 237; Charles R. Morrison, 269; Eddie Jarrett, 278; Otto Van Sickle, 303; J. N. Garrett, Jr., 331; Merrow P. Bodge, 376; Sal Galassi, 398; Thomas R. Flanagan, 399; Carolyn Patterson, 423; Henry B. Hill, 447-704; William E. Pond, 485; Phil De Milio, Jr., 577; W. C. Van Devender, 579; Porter Thomas, 655; John E. K. Akaka, 677; Peter G. Flore, 784; H. Bradley Lewis, 800.

President Fuentealba introduces Anne Marie Franco, Assistant Editor of the INTERNATIONAL MUSICIAN and her assistant Kathleen Green who, in addition to their regular duties, were assigned the task of handling our public relations for this Convention. He compliments them on a job well done.

MEMORIAL SERVICE

The service is conducted by Vice-President Winstein.

The orchestra, directed by Robert A. Carabia, opens the service with Handel's "LARGO".

Vice-President Winstein...

Of all things created, only man has a knowledge of Death. That is, every person ever born has had full awareness that he must die. Lower animals are not given the eventuality of their demise in such fashion. Yet, with his God-given intelligence, in spite of this sobering thought, man has achieved much through the centuries. He has raised himself in the physical, moral and mental aspects of life to the point at which we find ourselves today. This mental attitude is what we have learned to call "Faith" -- that there is a purpose to our passing through this life, even if we cannot yet discern the meaning of that passage. And that same sense of "faith" is what has sustained, underpins today and will be tomorrow the support of our great Federation. We shall examine that thought in a moment, but for now, let us listen as the orchestra plays "GREENSLEEVES".

MUSIC: "GREENSLEEVES"

Vice-President Winstein continues...

While casting about for a subject on which to base this Memorial Service, the regularity of our meetings to further the interests of our brother-members came to mind. Further thought confirmed the idea of some similarity to the seasons of Nature, to the very rhythm of Life itself

and to the story in the 3rd chapter of the Book of Exodus, in which the burning bush is discussed. That bush, you will recall, was envisioned on Mount Horab. or Sinai, and burned and burned but was never consumed by its flames, because it was a divinely inspired happening.

In pursuing this line of reasoning, we may be allowed to compare our own Federation, with its constant change of delegates, with the seasons of Nature to which we alluded. In many cases, we have come to positions we occupy at the call of our sisters and brothers, who somehow see in us the qualities they believe are needed to advance the well-being of all musicians. We accept that burden and labor in the vineyard of the local and the Federation for as long as our strength and vigor allow. Then, as in all phases of Nature's cycles, we must fall by the wayside and allow others to assume the burden we have been carrying. Within a comparatively few years, the assembled delegates are no longer the ones who gathered in other times -- their race has been run, and the relay baton has been handed on.

Our Federation has been sustained by such unselfish people, male and female alike, since its founding. So, we sit here today, content to pay respects for a moment to those who have gone this way before and whose grip on earthly things has loosened. Thus, the second of our comparisons falls into place -- the likening of our Federation history, in a non-religious context, to the Biblical burning bush, which was never consumed in spite of the brilliance of the flames it gave forth. Our organization has been sustained by the minds and souls, the dedication and love, the driving will to achieve for the common good, of the thousands of delegates who have passed through halls like this one. They contributed to the brilliance of the Federation's image, its lofty idealism, its dedication to the true spirit of unionism, its unique democracy and its constant re-birth when other less-vigilant organizations were dying. This is our particular comparison to the burning bush -- we may glow with that inward fire which impels us to achieve and to improve, but we are never consumed. We are renewed. We are not consumed because our will to achieve and to improve is not selfish -- it is for the good of those present, for those who will surely come after us and who will achieve and improve on our handiwork in their own time.

The orchestra now performs *Primus and Canorum* in B Minor for strings, an original composition and orchestration by Ted Dreher.

Vice President Winstein continues...

Having linked ourselves in spirit to the best in Nature and acting with the most sincere of motives, we can with full appreciation spend just these next few seconds glancing over our shoulders towards some who trod this path before we did, and, in many other instances, have walked part of the way with us, and we softly whisper to them, "Well done, thou good and faithful servants". But for them, we might never have come this far.

MUSIC: ARIOSO -- J. S. BACH

Vice-President Winstein reads the names of the deceased Delegates

- Ken Farmer.....Local 2-197
- Don Duprey.....Local 4
- Arnold Polsen.....Local 8
- Clarence E. Jackson.....Local 8
- Joe Stone.....Local 11-637
- Rod McWilliams.....Local 12
- Sven Petersen.....Local 12
- Matty Franklin.....Local 16

- Arthur R. Halberstadt.....Local 32
- Lawrence P. 'Larry' Phillips Local 34-627
- J. Mark Metcalf.....Local 35
- Joe Fried.....Local 38
- Bart Kerr.....Local 42
- Harry Woolcott.....Local 48
- Walter B. Rabenstein.....Local 49
- Ernest Krapp.....Local 56
- Iver R. Carlson.....Local 64
- O. V. 'Bob' Foster.....Local 71
- Joseph Bilotto.....Local 82
- Howard Rich.....Local 99
- Harold Kemper.....Local 101-473
- William V. Fey.....Local 102
- Fred Lafond.....Local 105
- Victor Casino.....Local 109
- Donald A. Ober.....Local 117
- Kenneth Brown.....Local 127
- Floyd Laroque.....Local 127
- Gabriel Pugliano.....Local 136
- Edwin G. Babb.....Local 160
- Joseph A. Sauchelli.....Local 186
- Norman H. Lindau.....Local 194
- Raymond P. Jacobs.....Local 213
- Paul Skoropat.....Local 229
- E. E. 'Mac' McSweeney.....Local 230
- Mason King.....Local 237
- Oscar Padula.....Local 248
- Vic Vigna.....Local 276
- Ward Harrison.....Local 291
- Fred Brant.....Local 293
- Winnie Butler Joss.....Local 299
- Kenneth Budd.....Local 305
- John Sheahan.....Local 314
- Rudolph Scheuerle.....Local 339
- Gerald M. 'Mike' O'Connell.....Local 340
- Edward A. Foster.....Local 353
- Malcolm 'Mal' Lary.....Local 364
- Joseph Dolinich.....Local 373
- Edwin C. Wheat.....Local 398
- Harvey D. Hand.....Local 401
- Joseph N. White.....Local 402
- Emanuel Andrews.....Local 407-613
- Frank G. Murcic.....Local 411
- Joseph Ricapito.....Local 411
- Ed McCracken.....Local 415
- Charlotte McDaniels.....Local 433
- Biagio Casciano.....Local 466
- Roman S. Shuman.....Local 472
- Charles A. Thomas.....Local 500
- Dick Stich.....Local 541
- E. J. Smith.....Local 546
- Emmett 'Bumps' Stark.....Local 612
- Eddie Bartholomew.....Local 620
- Frank William LiVolsi.....Local 626
- Alex J. Demcie.....Local 633
- Harlan Mosher.....Local 667
- Elmer L. Diehl.....Local 761
- Jack C. White.....Local 787
- James E. Andrews.....Local 787

With these names, we couple one who was not a Delegate, yet a great part of a local and this Federation. This fine person was recently laid to eternal rest after being suddenly taken from the midst of her loved ones. We bid a fond farewell to someone whose sweetness and love of humanity we shall always remember -- Lorraine Sartick, beloved wife of our friend and associate, George Sartick.

MUSIC: "YOU'LL NEVER WALK ALONE" - ADA LEE

Vice President Winstein continues...

Let us rise for a moment of silence in memory of those of whom we have spoken.

SILENCE

Vice President Winstein continues...

To conclude this Memorial Service, we pay tribute also to a native of this area whose marches were heard during the band concert yesterday. It is only fitting that we musicians be reminded of someone whose talent and genius were never properly recognized during his lifetime. Born in June, 1858 to a parentage of very accomplished musicians, Robert Browne Hall studied with his father to first play Eb cornet, developing into an outstanding Bb cornet soloist by the time he was 16 years of age. At 19, he was already directing the Richmond Cornet Band and went on to direct the Baldwin Cadet Band in Boston, the Bangor Band, the 2nd Marine Regiment Band, the Cherryfield Band and many others, until, finally, Chandlers Band in the city of Portland. His principal talent, however, seemed to find itself in the field of composition. Robert B. Hall is credited officially with 34 marches bearing published names plus an unknown number with no titles. Many New Englanders have claimed Hall to have been a rival to John Philip Sousa in his prolific output of 107 compositions. Unfortunately, he was never publicly recognized for his gifts

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YERXA—A lovely alto solo, also written by Handy in collaboration with McKusick, this tune boasts one of the composer's most enigmatic titles.

TWO SPOOS IN AN IGLOO—Eddie Finckel's pioneering sax soli. This was one of the first charts to establish the Raeburn band and its staff of writers as something really special.

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during his lifetime. Robert B. Hall passed away in comparative poverty, in agony from a lingering illness, June 8, 1907, at the age of 49. His death occurred in the home of a sister on High St., just a short distance from where we now sit in this meeting. Hall was laid to his rest in Richmond to the sounds of his own composition, called "Funebre". To this hitherto almost ignored New England genius, we have been asked to pay this momentary tribute.

Vice President Weinstein continues...
May I express my deep appreciation to those who have assisted in the preparation and presentation of this Service: To Tommy Nicastro and his staff for their research; to Ted Dreher for his lovely composition and its orchestration; to Robert A. Carabia and his group of fine musicians for the beauty of their performance; to Ada Lee for her usual touching and inspirational rendition.

Delegate Michell, Local 682, rises on a point of personal privilege and requests permission to discuss some very interesting mail received by the Delegates. President Fuentealba advises the Delegate that he had notified the Convention yesterday that we were to immediately consider, after the Memorial Service, Recommendation No. 1 and therefore requests that the Delegate discuss this at a later time.

The Joint Committee on Law and Finance report through Chairmen DeVitt and Chanson.

RECOMMENDATION No. 1 LAW AND FINANCE

BE IT RESOLVED, That Article 2, Section 7, Sub-Section (D) of the By-laws be amended as follows: Federation Per Capita Dues shall not be payable by any local by reason of traveling or transfer members within the jurisdiction of such local. Neither shall Federation Per Capita Dues be payable on inactive members. A member is considered inactive if no work dues were collected or due from such member or on behalf of such member during the six (6) month period preceding the date upon which the local's per capita dues payment is based.

BE IT FURTHER RESOLVED, That Article 5 of the Constitution be amended as follows: All locals of 200 active members or less shall be entitled to one delegate. All locals of not less than 201 active members and not more than 400 active members shall be entitled to two delegates. All locals of more than 400 active members shall be entitled to three delegates. A merged local, whose merger was the result of compliance with the Civil Rights policy of the American Federation of Musicians, shall be entitled to one additional Delegate to be elected from the black membership of said local. Each local shall be entitled to one vote for each 100 active members or major fraction thereof, but no local shall be entitled to cast more than ten votes, except as provided below. The number of active members of each local shall be based on the last report made by such local as of the January 1st immediately preceding the Convention, according to the books of the International Secretary-Treasurer. On questions affecting a change in the laws, each local may, upon roll call, cast as many votes as it has active members, according to the books of the International Secretary-Treasurer. Roll call shall be demandable and had under this Article on demand of thirty delegates or fifteen locals.

BE IT FURTHER RESOLVED, That Sub-Sections (C), (D), (E), (F) and (G) of Article 2, Section 8 of the By-laws be deleted and new Sub-Sections be substituted as follows: **NEW SUB-SECTIONS.**

(C) All members of the Federation, as a condition of membership, shall be required to pay dues based on earnings (hereinafter called work dues) for all musical services performed, in a minimum amount of 2% of scale wages earned. One-half of said minimum amount shall be due and payable to the Federation and known as "Federation" work dues and the remainder plus any additional work dues as hereinafter permitted shall be due and payable to the local in whose jurisdiction the services were performed (unless provided otherwise herein) and shall be known as "local" work dues.

(D) The local in whose jurisdiction the services were performed (unless provided otherwise herein) shall collect the Federation work dues along with its local work dues and shall forward the Federation work dues to the International Secretary-Treasurer in such manner as shall be determined by the International Executive Board.

(E) In addition to the aforementioned 2% minimum work dues, locals may impose additional local work dues based on scale wages in an amount not to exceed 2% of the scale wages earned. The maximum amount of work dues payable by any member shall not be more than 4% of the scale wages earned.

(F) All work dues, both Federation and local, shall be payable on all scale wages with no maximum dollar figure for any specific time period.

(G) The work dues By-laws provisions of any local which are inconsistent or in conflict with the provisions of Article 2, Section 8 of these By-laws shall automatically be amended to conform with the provisions of Article 2, Section 8 of these By-laws effective January 1, 1981. Unless amended automatically as stated herein, the work dues of each local shall be retained at the rate existing on June 1, 1980, which rate shall not be decreased without the prior consent of the International Executive Board.

(H) For the purpose of this article, the scale wages of traveling musicians shall be the minimum local wages plus 10%, except for employment exempted from the traveling engagement wage differential in Article 15, Section 5 of these By-laws.

(I) Members performing symphony, opera or ballet services outside of the home local of the orchestra when such services are rendered under a master agreement between the home local and the orchestra management, shall not be considered traveling members for the purposes of this article and shall be required to pay work dues only to the home local.

BE IT FURTHER RESOLVED, That Article 2, Section 9 of the By-laws be deleted and a new Article 2, Section 9 be substituted to read as follows: **NEW SECTION.** All work dues shall be due and payable by the fifteenth day of the month following the month during which the services were performed. Any member violating the provisions of this section shall be subject to a fine of not less than \$10.00 nor more than \$450.00 and/or expulsion from the Federation.

BE IT FURTHER RESOLVED, That Article 2, Section 10, Sub-Section (A) be amended as follows: In connection with any traveling engagement within the United States, each member at or prior to the time of payment for any such traveling engagement shall either (1) execute and deliver a written authorization to the leader on such engagement to deduct from such member's wages the amount of all monies (including Federation and Local work dues ((Equivalents))) owed or to be owed by such member to any local of the Federation by reason of and in connection with such engagement and to deliver such monies to such local in behalf of such member; or (2) make all such payments directly to said local on or before the date on which the engagement is completed.

Each such leader shall forthwith transmit to the local in whose jurisdiction the traveling engagement was performed all such authorizations received by him (or a certification that he has received such authorizations) and all monies authorized to be deducted as aforesaid. The leader shall forthwith report to such local the names, addresses and local numbers of any members who have failed to sign and deliver such authorization.

BE IT FURTHER RESOLVED, That Article 2, Section 10, Sub-Section (B) of the By-laws be amended as follows: In connection with any traveling engagement performed in Canada, the leader who is a member shall deduct or collect from the wages of each member who has performed on such engagement the amount of all monies (including Federation and Local Work Dues ((Equivalents))) owed or to be owed by such member to any local of the Federation in Canada by reason of and in connection with such engagement and shall deliver such monies to such local in behalf of such member.

BE IT FURTHER RESOLVED, That Sections 6, 7, 8, 9 and 10 of Article 17 be deleted from the By-laws.

BE IT FURTHER RESOLVED, That all the provisions of this recommendation be effective on January 1, 1981.

Submitted by the INTERNATIONAL EXECUTIVE BOARD

Before proceeding on Recommendation No. 1, President Fuentealba advises the Delegates that under the provisions of Article 1, Section 1(M) he will exercise all his prerogatives as the presiding officer including the right to voice on the floor of the Convention concerning Recommendation No. 1.

He also advises the Delegates that he does not intend to accept a motion to table or to postpone action on this Recommendation.

Delegate Tomei, Local 595, voices objection to the President's action. On motion made and passed, the President's action is sustained.

President Fuentealba inquires of the assembly whether there is any objection to waiving the reading of the original Recommendation No. 1. There is no objection.

Co-Chairman Chanson briefly outlines, for the Delegates, the work done by the Joint Committee on the original Recommendation, which resulted in the appointment of a Subcommittee. The Subcommittee agreed on a compromise which was then submitted to the full joint Committee and they, in turn, approved Amended Recommendation No. 1 which is read by Co-Chairman Chanson.

AMENDED RECOMMENDATION NO. 1

BE IT RESOLVED, That Sub-Sections (C), (D), (E), (F), and (G), of Article 2, Section 8 of the By-laws be deleted and new Sub-Sections be substituted as follows:

NEW SUB-SECTIONS

(C) All members of the Federation, as a condition of membership, shall be required to pay dues based on earnings (hereinafter called work dues) for all musical services performed, in a minimum amount of 1% of scale wages earned. One-half of said minimum amount shall be due and payable to the Federation and known as "Federation" work dues and the remainder plus any additional work dues as hereinafter permitted shall be due and payable to the local in whose jurisdiction the services were performed (unless provided otherwise herein) and shall be known as "local" work dues. The work dues of any local which had any work dues in effect as of July 1, 1980 shall be automatically increased an additional 1% of scale wages earned which shall be due and payable to the local on all services performed in the jurisdiction of the local; such automatic increase, or any part thereof, may be waived by a local with the permission of the International executive Board.

(D) The local in whose jurisdiction the services were performed (unless provided otherwise herein) shall collect the Federation work dues along with its local work dues and shall forward the Federation work dues to the International Secretary-Treasurer in such manner as shall be determined by the International Executive Board. The International Executive Board shall have full authority to promulgate rules and regulations for the collection of Federation work dues, including the establishment of penalties for violations of this section of the By-laws.

(E) In addition to the aforementioned 1% minimum work dues, locals may impose additional work dues on scale wages earned; provided that the maximum amount of work dues payable by any traveling member for performing services within the jurisdiction of a local of which he is not a member shall be not more than 4½% of the scale wages earned and the maximum amount of work dues payable by any local member for performing services within the jurisdiction of a local of which he is a member shall be not more than 5% of the scale wages earned. No greater rate of work dues shall be imposed upon a traveling member for services performed within the jurisdiction of a local of which he is not a member than the rate imposed upon a local member for the same classification of services.

(F) All work dues, both Federation and local, shall be payable on all scale wages with no local restrictions as to the total amount payable within any specified time period.

(G) The work dues By-laws provisions of any local which are inconsistent or in conflict with the provisions of Article 2, section 8 of these By-laws shall automatically be amended to conform with the provisions of Article 2, Section 8 of these By-laws effective January 1, 1981. The rate of the work dues of each local which was in effect as of July 1, 1980 shall not be decreased without the prior consent of the International Executive Board; the provisions of this sentence shall become effective immediately upon passage of this recommendation.

(H) For the purpose of this article, the scale wages of traveling musicians shall be the minimum local wages plus 10%, except for employment exempted from the traveling engagement wage differential in Article 15, Section 5 of these By-laws.

(I) Members performing symphony, opera or ballet services outside of the home local of the orchestra when such services are rendered under a master agreement between the home local and the orchestra management, shall not be considered traveling members for the purposes of this article and shall be required to pay Federation and local work dues only to the home local.

BE IT FURTHER RESOLVED, That Article 2, Section 9 of the By-laws be deleted and a new Article 2, Section 9 be substituted to read as follows: **NEW SECTION.** All work dues shall be due and payable no later than the fifteenth day of the month following the month during which the services were performed. Any member violating the provisions of this section shall be subject to a fine of not less than \$10.00 nor more than \$450.00 and/or expulsion from the Federation.

BE IT FURTHER RESOLVED, That Article 2, Section 10, Sub-Section (A) be amended as follows: In connection with any traveling engagement within the United States, each member at or prior to the time of payment for any such traveling engagement shall either (1) execute and deliver a written authorization to the leader on such engagement to deduct from such member's wage the amount of all monies (including Federation and Local work dues ((Equivalents))) owed or to be owed by such member to any local of the Federation by reason of and in connection with such engagement and to deliver such monies to such local in behalf of such member; or (2) make all such payments directly to said local.

Each such leader shall forthwith transmit to the local in whose jurisdiction the traveling engagement was performed all such authorizations received by him (or a certification that he has received such authorizations) and all monies authorized to be deducted as aforesaid. The leader shall forthwith report to such local the

names, addresses and local numbers of any members who have failed to sign and deliver such authorization.

BE IT FURTHER RESOLVED, That Article 2, Section 10, Sub-Section (B) of the By-laws be amended as follows: In connection with any traveling engagement performed in Canada, the leader who is a member shall deduct or collect from the wages of each member who has performed on such engagement the amount of all monies (including Federation and Local Work Dues ((Equivalents))) owed or to be owed by such member to any local of the Federation in Canada by reason of and in connection with such engagement and shall deliver such monies to such local in behalf of such member.

BE IT FURTHER RESOLVED, That Sections 6, 7, 8, 9 and 10 of Article 17 be deleted from the By-laws.

BE IT FURTHER RESOLVED, that Article 21, Section 3 of the By-laws be amended by deleting the words "the Federation or" from the first sentence.

BE IT FURTHER RESOLVED, That except as provided in Sub-Section (G) of Article 2, Section 8, all the provisions of this recommendation shall become effective on January 1, 1981.

The report of the Joint Committee is favorable on the Amended Recommendation No. 1.

President Fuentealba explains the Amended Recommendation and then asks if he can answer any questions before putting the Recommendation before the assembly for debate.

Questions were asked by the following:
Heins, Local 437, Kaufman, Local 161-710, Flanagan, Local 339, Robbins, Local 340, McCreight, Local 277, Yotko, Local 284, Jones, Local 375, Catanzarito, Local 624, Motz, Local 24, Cunningham, Local 282, Petch, Local 547, Challstedt, Local 76, Young, Local 47, Impellitter, Local 92, Bayens, Local 390, Castiglione, Local 215, Nater, Local 468, Fields, Local 94, Totosek, Local 105, Clores, Local 398, Cacchione, Local 238, Cermak, Local 229, Williams, Local 375, Harper, Local 750, Bolton, Local 717, Del Sette, Local 506, Shadbolt, Local 279, Sebren, Local 125, Pugliese, Local 38, Findley, Local 99, Bye, Local 201, Karr, Local 190, Johnson, Local 537.

The questions were responded to by President Fuentealba, Secretary-Treasurer Emerson and General Counsel Abato.

A motion is made and seconded to take a 15-minute recess.
The motion is lost.

The Convention proceeds to discuss the favorable recommendation of the Joint Committee on the Amended Recommendation No. 1.

Discussed by Tomei, Local 595, Keel, Local 484.

A motion is made and seconded to impose a one hour time limit for debate and a five minute time limit per Delegate on the Recommendation. Discussed by Osgood, Local 60-471, Ducker, Local 161-710, Nater, Local 468. The proposer of the motion requests and receives permission to withdraw same.

The Convention reverts back to the debate on the Recommendation of the Joint Committee.

Discussed by Taylor, Local 298, Pellegrino, Local 389, Konkol, Local 620, Stepulis, Local 314.

A motion is made and seconded to amend the second resolve by deleting the following language beginning with line six "no later than the fifteenth day of the month following the month during which the services were performed" and inserting in its place "fifteen days after the member is paid."

The motion is defeated.

The Convention reverts back to the favorable report of the Committee. Discussed by Smith, Local 199, Yotko, Local 284, Castiglione, Local 215,

Santucci, Local 391, Storms, Local 451, Cole, Local 147, Baptiste, Local 144, Folio, Local 580, Truitt, Local 433, Flanagan, Local 399, Triangolo, Local 198-457 and McCreight, Local 277, who then moves to amend the Recommendation by deleting the word "traveling" where it appears in the third and fourth resolves. There is a second to the motion. Discussed by Jaffe, Local 802.

The motion is put to a vote and is defeated.

The assembly reverts back to the favorable report of the Committee.

Discussed by Russ (Russo), Local 802, Peterson, Local 677, and Bonito, Local 526, who moves that the language in letter "F" be amended so that the ceiling remain as it now exists.

There is a second to the motion. The amendment is put to a vote and is defeated.

The assembly reverts back to the favorable recommendation of the Committee. Discussed by Santella, Local 52, Maynard, Local 284, Steeley, Jr., Local 359, Totusek, Local 105.

A motion is made and passed calling for the question.

A vote is taken on the report of the Joint Committee which is favorable on the Amended Recommendation No. 1.

The report of the Committee is adopted.

The Committee on Finance reports through Chairman Chanson.

RESOLUTION No. 5 FINANCE

Resolution to amend A.F.M. BY-laws Article 2, Section 7, by adding E. NEW SECTION E. "Federation Per Capita dues shall not be payable by Local for members who have attained 65 years of age and on whom Federation Per Capita has been paid for at least 25 years."

ROBERT R. BIGLOW,
RUSSELL J. MOORE,
Local 73

The report of the Committee is unfavorable.

Discussed by Osgood, Local 60-471.

The Convention adopts the report of the Committee.

RESOLUTION No. 14 FINANCE

Add to the A. F. of M. By-laws revised September 15, 1979, Page 37, Article 2, Section 7(B), Line 4 & 5 the following:

On line 4, add the word "actual" between the words "the" and "membership".

On line 5, add the months "April 1st" and "October 1st" so that the entire new paragraph shall read:

"(B) Each local shall pay Federation Per Capita Dues in advance on January 1st, April 1st, July 1st, and October 1st of each year commencing Jan. 1, 1981 and it shall be based on the actual membership of each local as of January 1st, April 1st, July 1st, and October 1st." (All other requirements to remain the same.)

FRANK J. KREISEL,
ANDY KUCHTYAK,
Local 373

THOMAS J. CASAPULLA,
Local 237

ANDREW MINGIONE,
Local 746

LAWRENCE S. KENNEDY,
Local 62

LEW MALLET,
Local 16

RUDOLPH SPAGNOLA,
Local 177

FRED DITTAMO,
Local 248

EDDIE SHANHOLTZ,
Local 204

NICK SABBATELLI,
Local 151

The report of the Committee is unfavorable.

Discussed by Casapulla, Local 237, Catanzarito, Local 624, Blotsky, Local 229, L'Heureux, Local 349, Trisko, Local 10-208, Craig, Local 283.

Secretary-Treasurer Emerson.

A motion is made and seconded to amend the resolution by deleting January

1st, April 1st, July 1st and October 1st and inserting February 1st, May 1st, August 1st, November 1st.

Discussed by Jaffe, Local 802, Casapulla, Local 237.

The amendment is put to a vote and is defeated.

On motion made and passed the unfavorable report of the Committee is adopted.

President Fuentealba introduces Cosimo Abato, Federation's General Counsel, and in doing so makes some comments concerning our former General Counsel and literature that was distributed relative thereto.

General Counsel Abato addresses the Delegates as follows:

It is easy for people of our generation to indulge themselves. We sit around in pleasant bars reminiscing about the way things used to be; what we refer to as "the good old days."

Even our children and grandchildren have learned from us how to indulge themselves. But they do it by sitting around in a sweet-smelling room, passing a pipe and philosophizing about how things should be.

It is difficult enough to think about the harsh realities of life. Certainly, no one wants to talk about or listen to the real facts of life. Rather than confront "what is," we want to escape to the "what was" or "what should be."

Last year I stood before you at my first Convention as your General Counsel. I was thrilled and overwhelmed by the emotion of coming home - coming home to my people, to the musicians with whom I associated in my first career, with whom I have always felt most comfortable.

I, too, indulged myself. The warmth of your reception reminded me of being in a pleasant bar among old friends. I reminisced to you about my early days as a musician and lawyer. I expressed my innermost feelings about being asked to represent the Federation. With you, I escaped into the "used to be" and "should be."

In so doing, I may have done you a disservice. Maybe I should have spoken more about the facts and about the stark realities of living under today's laws - the laws that govern the activities of all unions, not just this Federation.

I do not enjoy discussing these realities any more than you enjoy hearing them. But I submit to you that if this Federation is to survive, if all the musicians who are members of this Federation are to enjoy protection and an effective voice in their destiny, we must ignore the preaching of false prophets. We must address only the facts as they exist today. And you must only deal with the facts of today. You must not listen to those who, for their own self-interest, want you to dream of how things used to be or how we would like them to be. Otherwise, this Federation will not survive.

So, today, I will speak to you only of facts, both good and bad. I will explain the realities of today's laws as they apply to today's world. I will also substitute facts for falsehoods being spread by a few detractors inside and outside this room - people who would destroy this Federation in order to fulfill their own selfish purposes.

Let's start with a discussion of the Settlement Agreement between the Federation and the General Counsel of the National Labor Relations Board: a topic that was discussed ad nauseum at the Convention last year. I am astounded to find that after one full year of living under that Settlement Agreement, there is still mass confusion about its terms and what it does and doesn't do. In an effort to clarify the issues, let's begin at the beginning and discuss it again.

In the early 1970's many charges began to be filed with the NLRB against the Federation and its Locals around the country. Those charges quickly multiplied with the certainty of many more to follow. We had finally been discovered.

The Federation, for several reasons, wisely decided seven years ago to negotiate a settlement of its differences with the General Counsel of the NLRB.

Even if our financial situation were sound, this Federation and its local unions could not have borne the financial burden of taking on the federal govern-

(Continued on page twenty)

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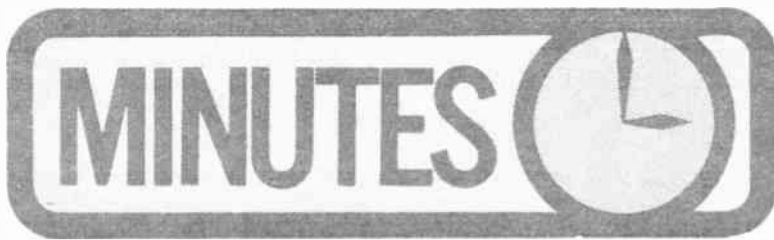
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ATTEND YOUR UNION MEETINGS



Meetings of the International Executive Board New York, New York April 18-20, 1980

1500 Broadway
New York, New York
April 18, 1980

President Fuentelba calls the meeting to order at 10:00 A.M.
Present: Winstein, Wood, Emerson, Frey, Jones, Massagli and Arons. Herman excused.
Also present: General Counsel Cosimo C. Abato.

Martin A. Paulson, Trustee of the Music Performance Trust Funds (MPTF), appears to present his views concerning the feasibility of establishing national or area Public Service Scales.

Mr. Paulson is excused.
After lengthy discussion, the International Executive Board declines to make a Recommendation to the 1980 Convention.

On motion made and passed, it is decided to reconsider Case No. 477, 1979.

Case No. 477, 1979: Claim of member Charles Otwell d/b/a "High Mileage" of Local 7, Santa Ana, California, against The Blue Beet, Newport Beach, California, and Jerry Owens and Jerry Tolliver, Purchasers of Music, and Sidney L. Soffer, Owner, and Carroll Coates, Employer, for \$1,205.00 alleged balance of salary due in connection with services rendered.

On motion made and passed, it is decided to allow the claim in the amount of \$1,205.00 against The Blue Beet and Sidney L. Soffer.

Special Cases Nos. 721, 1979; 1097, 1979; 1559, 1979; and 1721, 1979 are considered.

Note: Under the new Rules of Practice and Procedure, Secretary-Treasurer Emerson will not participate in the hearings, decisions and/or awards on these cases. Executive Officer Herman, while not in attendance, previously submitted his votes in writing.

Case No. 721, 1979: Reopening of Case No. 2723, 1978: Claim of Country Music Promotions, Wayne, Michigan, Booker's Agreement No. 4102, against former member David Braswell d/b/a "The Braswell Brothers Band" of Local 721, Tampa, Florida, for \$2,655.00 alleged commissions due, and counterclaim of former member David Braswell d/b/a "The Braswell Brothers Band" against Country Music Promotions for \$1,465.00 attorney's fees.

On motion made and passed, it is decided to lay this matter over.

Case No. 1097, 1979: Claim of Bud Matton Enterprises, Ltd., Toronto, Ontario, Canada, Booker's Agreement No. 270, against member Larry John Raycroft p/k/a Larry Ray, former member Gordon Arbour p/k/a Billy Fox, and member Sari Seigel p/k/a Sarianne Featherston d/b/a "Shazam" all of Local 149, Toronto, Ontario, Canada, for \$21,600.00 alleged commissions due for engagements played from January 1st to December 14, 1979 and against Bill McGrath, personal manager and Key Artists Corporation, Booker's Agreement No. 10388, Toronto, Ontario, Canada, for \$2,242.79 alleged legal fees incurred plus \$3,000.00 alleged general damages incurred.

On motion made and passed, it is decided to lay this matter over.
Case No. 1559, 1979: Claim of International Convention of CB'ers, Marietta, Ohio, and Susan Blazavich, employer, against Jim Halsey Co., Inc., Tulsa, Oklahoma, Booker's Agreement No. 2146, and/or Prima Donna Entertainment Corp., for return of \$4,250.00 alleged monies deposited in connection with breach of contract, plus \$25,830.00 alleged damages and expenses incurred, total \$30,080.00.

The Board, composed of Winstein, Wood, Frey, Jones, Massagli, Herman and Arons, decide not to allow the claim.

Case No. 1721, 1979: Claim of member Philip Allen Brown of Local 47, Los Angeles, California against Arista Records, Inc., New York, New York, for \$24,237.28 alleged salary due for services rendered.

A majority of the Board, composed of Wood, Frey, Massagli and Arons, decided not to allow the claim. Winstein and Jones voted to allow the claim. Herman abstains.

Consideration is given to the request of Local 369, Las Vegas, Nevada, for approval of contract of member Ron Andrews of that Local for engagement at the Hacienda Resort Hotel & Casino, Las Vegas, Nevada, for a period of 10 consecutive years. (Case No. 298, 1980)

On motion made and passed, it is decided to approve the contract.

On motion made and passed, it is decided to concur in the action of the Secretary-Treasurer in granting Local 467, Brantford, Ontario, Canada, permission to accept Gregory Crossett, age 10 years, 6 months, into membership.

On motion made and passed, it is decided to concur in the action of the President and Secretary-Treasurer in granting Local 529, Newport, Rhode Island, permission to eliminate the \$25.00 Local Initiation Fee for the months of May and June, 1980.

On motion made and passed, it is decided to concur in the action of the President and Secretary-Treasurer in granting Local 644, Corpus Christi, Texas, permission to continue the elimination of their Local Initiation Fee for the month of May, 1980.

On motion made and passed, it is decided to concur in the action of the President and Secretary-Treasurer in granting Local 40-543, Baltimore, Maryland, permission to absorb the \$2.00 Per Capita Dues increase for one (1) year only (1980).

On motion made and passed, it is decided to concur in the action of the President and Secretary-Treasurer in granting Local 163, Gloversville, New York, permission to absorb the \$2.00 Per Capita Dues increase for the year 1980 only.

On motion made and passed, it is decided to concur in the action of the President and Secretary-Treasurer in granting Local 352, Frankfort, Indiana, permission to absorb the \$2.00 Per Capita Dues increase which was adopted at the 1979 Convention.

On motion made and passed, it is decided to concur in the action of the President and Secretary-Treasurer in granting Local 416, Hornell, New York, permission to eliminate the \$20.00 Local Initiation Fee for a three (3) month period beginning September 1, 1980.

On motion made and passed, it is decided to concur in the action of the President and Secretary-Treasurer in granting Local 477, Mankato, Minnesota, permission to eliminate the \$20.00 Local Initiation Fee for the months of June, July and August, 1980.

A communication received from William S. March, President of Local 341, Norristown, Pennsylvania, regarding the minimum number of musicians structure of Local 16, Newark, New Jersey, is discussed.

On motion made and passed, it

is decided to submit a recommendation to the Convention amending Article 12, Section 16 which, in effect, would prohibit the establishment of minimums based upon the number of persons attending an affair.

The session recesses at 12:50 P.M.

The session resumes at 2:10 P.M.

Robert McClement, General Supervisor in the Secretary-Treasurer's Office, is admitted.

On motion made and passed, it is decided to reconsider Case No. 1960, 1973.

Case No. 1960, 1973: Request of Associated Booking Corporation, New York, New York, and Heller Fischell Agency, Los Angeles, California, for a decision as to who is entitled to commissions for engagements played by Ike and Tina Turner on engagements on June 15th (Mobile, Alabama) and June 16th (Montgomery, Alabama) June 17th (Detroit, Michigan) and August 31st and September 1st (Monticello, New York) and request of Ike and Tina Turner against Associated Booking Corporation for \$6,250.00 return of deposits allegedly due from Port Chester, New York, engagement.

On motion made and passed, it is decided to deny the claim.

It is also decided to return the \$2,600.00 on deposit with the Federation to Associated Booking Corporation.

President Fuentelba reports on his meeting in Chicago, Illinois, in February with representatives of I.T.A.A. and their attorney.

On motion made and passed, it is decided that the officers of the Federation should not engage in any further discussions with the representatives of I.T.A.A. regarding the contents of the Federation Booking Agent Agreement or the C-1 contract.

It is further decided to cancel all existing Booking Agent Agreements and to issue new agreements as soon as the language is approved by the Board and the agreement can be printed.

General Counsel Abato suggests and the International Executive Board approves the addition of the following to paragraph 11 of the new Booking Agent Agreement:

(g) "The prevailing parties in the arbitration may enforce said award by bringing an action for judgment in confirmation thereof together with reasonable attorney fees and costs in enforcing the awards. The action to confirm or enforce an arbitration award may be brought in a court of appropriate jurisdiction."

General Counsel Abato suggests and the International Executive Board approves the addition of the following language at the end of paragraph 1 of Part G of the Rules of Practice and Procedure:

"A decision and/or award of a Local union shall be automatically stayed pending disposition of the appeal by the Board."

There is a discussion concerning the policy of holding cases for the Board when there are enough votes for a decision.

The session adjourns at 5:00 P.M.

The New York Sheraton
870 7th Avenue
New York, New York
April 19, 1980

President Fuentelba calls the session to order at 10:00 A.M.

Present: Winstein, Wood, Emerson, Frey, Jones, Massagli and Arons. Herman is excused.
Also present: General Counsel Cosimo C. Abato.

On motion made and passed, it is decided to submit the following Recommendations, prepared by General Counsel Abato, to the 1980 Convention:

1. Amend Article 1, Section 5-I of the By-Laws to read as follows: The Board, or a subcommittee thereof appointed by said Board, whichever the case may be, shall have full and complete power and authority to make such rules or orders

which, in their judgment, may be necessary or desirable in connection with any matters or questions concerning or affecting the Federation, or any of its Locals or members, or in connection with any hearing or investigation as to any such matters or questions, including the power, after due notice to the Local and an opportunity for a hearing to order any changes, deletions or additions in the Constitution or By-Laws of any Local deemed necessary by the Board in the best interests of the Federation, the Local or its members. Any provision in the Constitution or By-Laws of a Local which is in conflict with the provisions of the Constitution or By-Laws of the Federation, or which is illegal, shall be null and void.

- Delete Article 1, Section 5-M of the By-Laws.
- Amend the preamble to Section 1 of Article 8 to read as follows: The following sections of this Article apply to all appeals except those from awards which are governed by provisions of Section 6 or Section 9 of Article 9.
- Amend Article 9, Section 1 of the By-Laws to read as follows:

A member of the Federation shall have the right to make claim through his Local union or the Federation, as the case may be, against any leader, agent, employer or whoever it may be, for any amount resulting from failure to receive his salary, for violation of contract or agreement, or for any difference in price actually received by him for an engagement and the price established by his Local union or the Federation for same. Decisions and determinations of the Local union when not appealed and/or the Federation on such claims shall be final and binding on the member.

- Amend Article 10, Section 2 of the By-Laws to read as follows:

If the Federation or a Local ascertains that an employer, in collusion with members, contracted with, or accepted services from them in violation of the rules of the Federation, then such an employer may be declared unfair.

- Amend Article 10, Section 3 of the By-Laws to read as follows: If the Federation or a Local ascertains that an organization, establishment, person or persons has defaulted in payment to any member or members of the Federation, they may place such organization, establishment, person or persons on the defaulters list provided, however, that a Local may not place such organization, establishment, person or persons on its defaulters list until the Federation has placed it or them on its defaulters list.

- Delete Sections 4 and 5 of Article 10.
- Amend Article 10, Section 7 of the By-Laws to read as follows: Whenever any person, persons, organization or establishment is declared to be on the International Unfair or Defaulters List by the Federation, members cannot render services for or with such person, persons, organization, or such establishment. If members render services for any person, persons, organization or establishment declared Internationally Unfair or in Default by the Federation, such action shall constitute grounds for a fine of not more than \$500.00 and/or such members' expulsion from membership in the Federation; and they can only be reinstated under such conditions as may be imposed upon them by the International Executive Board.

- Delete Sections 8, 9 and 11 of Article 10.
- Delete the present language in Article 12, Section 5 and insert the following substitute: "Unless granted permission by

the Local, local leaders cannot employ musicians from other jurisdictions to perform miscellaneous engagements outside their jurisdiction."

11. Amend Article 12, Section 15 of the By-Laws to read as follows:
Consistent with its legality under applicable public law, Locals are obliged to strictly adhere to the enforcing of union shop conditions. Decisions of Locals as to the advisability of permitting exceptions from the union shop principle are subject to the control of the Federation.

11a. Amend Article 12, Section 16 of the By-Laws to read as follows:
A Local may place in its Constitution and By-Laws a clause specifying the minimum number of musicians who shall be allowed to perform for engagements of any kind within the jurisdiction of said Local; provided that there can be no minimum number of musicians based upon the number of persons attending the engagements.

12. Amend Article 13, Section 5 of the By-Laws to read as follows:
An employee member of the Federation cannot perform with employees of the same employer who are not members in good standing of the Federation or any of its Locals on competitive engagements unless it be with the consent of the Federation, or in cases wherein the laws of the Federation provide otherwise. In Canada, a member of the Federation cannot perform with or in conjunction with suspended or expelled members or with non-members in the jurisdiction of a Local of the Federation on competitive engagements unless it be with the consent of the Federation, or in cases wherein the laws of the Federation provide otherwise. Engagements are considered competitive if musicians receive pay for their services or if the employer, in the absence of free services of musicians would be obliged to pay for such. Any member who violates the provisions of the Section shall be subject to a fine of not more than \$500.00 and/or expulsion from the Federation.

13. Delete Sections 6, 7, 11, 12 and 21 of Article 13 of the By-Laws.

14. Amend Article 13, Section 28 of the By-Laws to read as follows:
Members of the Federation are not permitted to sign any form of contract or agreement for an engagement other than that issued or approved by the Federation; and members must sign their contracts in person unless a Power of Attorney to sign for the member is given by such member to a person or persons approved by the Federation on an approved Federation form filed with the President's Office. Any member who violates the provisions of this Section shall be subject to a fine of not more than \$100.00.

15. Amend Article 13, Section 29 of the By-Laws to read as follows:
The Federation, in entering into collective bargaining agreements, does so for the benefit of all members of the Federation and each member is bound by the terms of such collective bargaining agreements. A Local of the Federation enters into collective bargaining agreements for its members and for Federation members who perform within the jurisdiction of the Local. Each member of such Local and each Federation member who performs within its jurisdiction is bound by the terms of the collective bargaining agreements executed by such Local. Similarly, the Federation licenses and enters into agreements with booking agents for the benefit of all members of the Federation, and each member is bound by the terms of such agreements.

16. Amend Article 13, Section 35 of the By-Laws to read as follows:
No member shall perform or agree to perform an engagement for less than the applicable minimum compensation established for said engagement by the Local union or Federation as the case may be. Any member who violates the provisions of this Section shall be subject to a fine of not more than \$500.00 and/or expulsion from the Federation.

17. Add the following Section 36 to Article 13 of the By-Laws:
No member shall work as an employee for an employer against whom the Federation, or a Local union of the Federation, is engaging in a lawful primary picket line established by the Federation or a Local union. Resignation from a Local union or the Federation shall not relieve a member from the foregoing obligations for the duration of the strike or picketing if the resignation occurs during the period of the strike or picketing or within 14 days preceding the commencement of the strike or picketing. Any member who violates this Section shall be subject to penalties in accordance with Article 7, Section 18 of the By-Laws.

18. Add the following Section 37 to Article 13 of the By-Laws:
A member shall not contract with work for, be booked by, or otherwise do business with a booking agent who is not licensed by and signatory to the Federation's booking agent agreement. Any member who violates this Section shall be subject to a fine of not more than \$500.00 and/or expulsion from the Federation.

19. Amend Article 16, Section 1a of the By-Laws by adding the following language to the first paragraph and deleting the second paragraph:
In the event that the members performing such traveling engagement are a co-op group, partnership or other form of a group in which there is no leader, each member of the group shall be responsible for complying with the provisions of this Section. Any member who violates the provisions of this Section shall be subject to a fine of not more than \$50.00 for each offense.

20. Delete Sections 2, 3, 17, 18, 21, 22 and 23 of Article 16 of the By-Laws.

21. Delete Section 19 of Article 16. It is further decided that the following or similar language achieving the same result is to be added to the New Booking Agent Agreement:
If an agent elects to receive payment of his commission directly from the purchaser of the musicians he waives all rights that he might have had under the agents agreement for assistance by the Federation in collecting his commission.

22. Amend Article 16, Section 24 of the By-Laws to read as follows:
If any contract requires or contemplates the recording, transmission or reproduction of any music by any mechanical means, there shall be included in such contract a provision that "this contract shall not become effective unless and until it shall be approved by the International Executive Board of the American Federation of Musicians."

23. Delete Article 17, Section 3 of the By-Laws.

The session recesses at 1:15 P.M.
The session resumes at 2:25 P.M.

24. Amend Article 17, Section 4 of the By-Laws to read as follows:
A member will lose the protection of the Federation in establishing a claim unless (a) the unit goes on an engagement with a signed contract on a form issued or approved by the Federation, or (b) other document giving the Federation jurisdiction to process the claim.

25. Delete Article 17, Sections 12 and 17; Article 18, Sections 18, 21 and 24 and Article 21, Sections 14 and 15.

On motion made and passed, it is decided to delete Article 24, Section 15 of the By-Laws.

On motion made and passed, it is decided to reconsider Case No. 1895, 1979.

Case No. 1895, 1979: Claim of member Bill Curtis d/b/a "Fat-back" of Local 802, New York, New York, against Teddy Powell Productions, Inc., New York, New York, and Teddy Powell, employer, for \$3,000.00 alleged salary due in connection with services rendered.

On motion made and passed, it is decided to allow the claim for \$3,000.00 against T. P. Productions, Inc., only.

The following case is considered:
Case No. 721, 1979: Reopening of Case No. 2723, 1978: Claim of Country Music Promotions, Wayne, Michigan, Booker's Agreement No. 4102, against former member David Braswell d/b/a "The Braswell Brothers Band" of Local 721, Tampa, Florida, for \$2,655.00 alleged commissions due, and counterclaim of former member David Braswell d/b/a "The Braswell Brothers Band" against Country Music Promotions for \$1,465.00 attorney's fees.

A majority of the Board composed of Winstein, Frey, Jones and Arons decided not to allow the claim and Wood, Massagli and Herman voted to allow.

A majority of the Board composed of Winstein, Wood, Frey, Herman, Massagli and Arons decided not to allow the counterclaim and Jones voted to allow.

President Fuentelba previously polled the International Executive Board on the request of Local 468, San Juan, Puerto Rico, for permission to reinstate former members without the payment of a reinstatement fee and without the payment of a Federation Initiation Fee. The Board granted permission, however, no period of time was specified.

On motion made and passed, it is decided that permission be granted for a period beginning April 19, 1980 to December 31, 1980.

An agreement entered into between the Federation and the Musicians and Entertainers Guild of Barbados is distributed.

On motion made and passed, it is decided to ratify same.

President Fuentelba and Vice-President from Canada Wood reported on the meetings held with the attorney and owner of Tuesday Productions in San Diego, California on April 1st and 2nd, 1980 including the last proposal that had been made by that company for a contract.

The Board discussed those proposals and unanimously decided that they were unacceptable and authorized further negotiations with a deadline for reaching a new agreement of May 15, 1980. The Board authorized a strike against Tuesday Productions if further negotiations are unsuccessful in reaching an agreement by that date.

A letter from International Representative Harold Divine is read concerning Local 64, Ottumwa, Iowa, advising that the Secretary of the Local died in February and with his death the Local has ceased to function. He has arranged to pick up the Local's records and he received a Local check for \$1,013.33 representing monies on hand. He also submits a letter from Local 75, Des Moines, Iowa, advising that they will accept the jurisdiction of Local 64 and they will accept the present members of Local 64 upon payment of 1980 dues.

On motion made and passed, it is decided to merge Local 64 with Local 75, and to turn over the \$1,013.33 to Local 75.

President Fuentelba reports on the matter of engaging a Public Relations Director. He advises that

he suggested to Dick Moore that he be retained on a monthly basis pending the appointment of a new director, but has not received an answer.

On motion made and passed, it is decided to accept synthesizer ads in the INTERNATIONAL MUSICIAN.

President Fuentelba, Vice-President from Canada Wood and Executive Officer Jones report on meetings held in Kansas City, Missouri, on March 16th and 17th, 1980 with a group of Federation traveling musicians. They discussed problems encountered in that segment of the business and possible solutions including the establishment of a department in the New York Office for the purpose of providing traveling members direct access to the Federation.

President Fuentelba reports on the recent negotiations and the agreement reached with the Ice Capades.

On motion made and passed, it is decided to ratify the agreement.

President Fuentelba advises that the Ringling Bros. and Barnum & Bailey Circus Agreement will expire on December 31, 1980. He is sending letters to the Locals of interest advising that a meeting will be scheduled during Convention week to discuss terms of the new contract.

Secretary-Treasurer Emerson reports on the financial situation concerning the 1980 Convention. In order to meet our financial obligations for the Convention it will be necessary to withdraw \$400,000.00 from Canada which, at the exchange rate, will be reduced to \$340,000.00 in U. S. Funds and we will have to borrow an additional \$100,000.00 or more.

Secretary-Treasurer Emerson and Executive Assistant to the President Robert Crothers report on the Convention sites inspected for the 1981 Convention. (Milwaukee, Wisconsin, Salt Lake City, Utah, Albuquerque, New Mexico.)

On motion made and passed, the President and Secretary-Treasurer are authorized to select the Convention site for 1981.

It is also decided to hold the 1983, Convention in Phoenix, Arizona.

The session adjourns at 6:10 P.M.

The New York Sheraton
870 7th Avenue
New York, New York
April 20, 1980

President Fuentelba calls the session to order at 10:00 A.M.

Present: Winstein, Wood, Emerson, Frey, Jones, Massagli and Arons. Herman excused.

Also present: General Counsel Cosimo C. Abato.

The following case is considered:
Case No. 1097, 1979: Claim of Bud Matton Enterprises Ltd., Toronto, Ontario, Canada, Booker's Agreement No. 270, against member Larry John Raycroft p/k/a Larry Ray and former member Gordon Arbour p/k/a Billy Fox and member Sari Seigel p/k/a Sarianne Featherston d/b/a "Shazam" all of Local 149, Toronto, Ontario, Canada, for \$21,600.00 alleged commissions due for engagements played from January 1 to December 14, 1979, and against Bill McGrath, Personal Manager, and Key Artists Corporation, Booker's Agreement No. 10388, Toronto, Ontario, Canada, for \$2,242.79 alleged legal fees incurred, plus \$3,000.00 alleged general damages incurred.

A motion is made and seconded to allow the claim in an amount to be determined against Larry John Raycroft p/k/a Larry Ray, only. (Frey, Jones and Herman are in favor. Winstein, Massagli and Arons are opposed. Wood abstains.)

There is a tie vote.

President Fuentelba votes to allow in an amount to be determined.

The Board majority composed of Frey, Jones, Herman and Fuentelba decide to allow the claim (Continued on page thirty-two)

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BETWEEN YOU AND MARTY MERSON

(Continued from page five)

avert a strike with the Screen Actors Guild (SAG).

Then, when the meetings were suggested for 2 o'clock in the afternoon each day, with no meetings on the weekends, it gradually dawned upon those of us on the A. F. of M. side of the table that the negotiations were nothing more than a *pro forma* exercise and a shabby attempt to fulfill a badly conceived scenario — Hollywood style — where everybody knows the ending long before it happens.

The end came at 6:00 P.M. on July 31, 1980, when both sides agreed that an impasse had been reached. The Motion Picture and Television Film contracts officially expired six hours later.

The Subcommittee agreed to stay over and attend the special emergency meeting which had been called by Local 47 for August 2nd. About sixty or seventy members had been expected. Over 400 showed up and heard President Victor Fuentealba give a full status report concerning the negotiations and conduct a long question and answer period.

From what was said on the floor, there was little doubt that a vast majority of those Local 47 members present favored a strike in order to get reuse payments in the film industry.

Afterwards, it was an unexpected pleasure to be greeted by former Washingtonians Mauro Bruno and Jack Nimitz, both of whom have done extremely well in their adopted environs.

Arriving back home, it was difficult to realize we were well into August. And I hadn't even visited either of the two Congress of Strings locations. So, it was wash clothes and pack again for trips to Cincinnati and the University of Cincinnati College-Conservatory of Music, followed by Seattle and the University of Washington.

In Cincinnati — where Dean Allen Sapp and his excellent Conservatory staff, headed by Dr. Warren George, gave us outstanding cooperation — I met with the eminent conductor, teacher and violinist Rafael Druian,

who was there to conduct the final concert. Following consultation with the newly-appointed Congress of Strings Committee, composed of Executive Officers Gene Frey and Bob Jones, along with M.E., I was able to offer Mr. Druian the recently-created position of National Artistic Advisor of the COS — which, I am happy to report, he has since accepted after clearing his heavy schedules at the Hartt School of Music in Hartford, Connecticut, and Tanglewood.

While Cincinnati — even without Gene Frey, who with his wife, Cavell, was visiting their daughter in Germany — was a happy experience, my visit to Seattle, despite a wonderful ensemble and an excellent concert conducted by John Barnett, has to be termed a bitter disappointment in that the University of Washington, because of a sharp decrease in funding for the Department of Music, is unable to continue underwriting its share of the Congress of Strings costs.

It is indeed a shame to have to leave such a wonderful city and beautiful campus. However, we are in receipt of several inquiries regarding a new western location for the 1981 Congress of Strings. Those Locals which may know of colleges or universities in their jurisdictions interested in hosting the COS should contact my office immediately so that all applications can be considered at the same time, inasmuch as an immediate decision will have to be made.

We regret that Maestro James DePreist experienced a nasty fall on his conducting arm and had to bow out of the final Congress of Strings concert at the U. of W. in Seattle. DePreist is a great supporter of the COS program and, prior to his accident, had never missed conducting a concert during the six years it has been in Seattle. He is now Music Director of both the Quebec (Canada) and Portland (Oregon) symphony orchestras.

I was most fortunate in obtaining the services of John Barnett who just happened to be in L.A. during the Motion Picture-T.V. Film

contract talks. Barnett, who participated in the Congress of Strings in 1978 as Music Director at Cincinnati, is now the permanent conductor of the Puerto Rico Symphony in San Juan.

I finally got back to New York City in time for the Ringling Bros. and Barnum & Bailey Circus contract negotiations — and what was left of a long, dry summer.

As the deadline for this month's column approached, the I.E.B. Subcommittee for negotiations and Messrs. Irvin Feld and Allen Bloom were very close to reaching an agreement on a new circus contract, again providing for Local employment, but not including many of the items proposed by Delegates who attended the circus contract meeting held at the Convention last June.

As Marl Young, Vince DiBari and Johnny Rotella (Los Angeles), Ralph Mixer (Hartford), Russ

Black (Binghamton) and Frank Brown (Norfolk) — the only Local reps to attend the circus negotiations — will attest, it is extremely difficult to talk improvements at the Local level when the employer talks traveling band and tape. Oh, to be a Teamster!

On the subject of national politics and the plethora of polls that are currently being conducted, it is most interesting to note that I have never met anyone who's ever been actually polled. Have you? It is a sad commentary indeed to think that, come November, many of us will be compelled to vote for a candidate for the Presidency of the United States on the basis of which one of those running is "the lesser of the three evils."

Like the typical politician who had three children. One was a Republican, one was a Democrat, and the other one was undecided. Later!

J.M.E.

CORPORATE SOURCES ARE BIG SPENDERS

(Continued from page four)

received a smaller share than they did previously.

On the average, BCA members supported more art forms and made larger contributions than did other companies in the sample.

The Survey

The survey population consisted of 82,043 business organizations listed in Dun & Bradstreet's Million Dollar Directory and Middle Market Directory. Questionnaires were sent to 17,172 of these companies, and a total of 1,343 responded. The data supplied by the responding companies was used to project the support provided by the entire population.

The 1979 survey is the fifth

triennial survey sponsored by BCA since its inception in 1967. Touche Ross and Co. has conducted four of the five surveys.

Business Committee for the Arts

BCA is a private, national organization created in 1967 to encourage business and industry to assume a greater share of responsibility for the support, growth, and vitality of the arts through conducting surveys, counseling businesses interested in programs to support the arts and cultural organizations wishing to attract support from the business community, and representing business in arts projects involving governmental and private agencies.

RERUN PAYMENTS KEY ISSUE IN STRIKE

(Continued from page one)

27, in a show of complete solidarity for the strike action, New York-based musicians of AFM Local 802 organized a picket line in front of the Gulf and Western building in Manhattan. That corporation has among its subsidiaries motion picture and television production companies.

In addition, any rumors of American production companies traveling to Europe to have their musical tracks recorded have been quelled by Fuentealba's announcement (see "From the President's Diary" on page 3) that the Switzerland-based International Federation of Musicians, and the musicians' unions of Britain, Mexico and Australia, have all pledged their full support to the AFM strike action.

The aid of the British Musicians' Union (BMU) has proved particularly timely. According to the AFM President, a British orchestra

was recording the score for the "Love Boat" television series, when representatives of the BMU halted the session, citing the AFM strike against the producers in the United States.

"We helped them (the BMU) in the same way," noted Fuentealba, "when producers attempted to score here during a strike by British musicians against the BBC."

Fuentealba also said that he had been called by a representative of Spelling-Goldberg Productions, producers of the "Love Boat," asking that a session be allowed.

"I told him that a strike is a strike and that our British cousins respect us as we respect them."

The union leader added, "To say the least, we are thrilled and encouraged by the solidarity of musicians that spans across the oceans and continents."

NEA FUNDING FOR ORCHESTRAS

(Continued from page one)

Grants for the 1980 fiscal year were awarded to orchestras in forty-five states, Puerto Rico and the Virgin Islands. Five states — Wyoming, Delaware, New Hampshire, South Carolina and Alaska are new to the orchestra grants list. Forty-seven orchestras received grant increases for the year, and six orchestras received the maximum amount of \$300,000. The funding level to orchestras which qualified for the first time range from \$1,000 to \$3,000.

Ezra Laderman explained, "These initial grants give recognition and incentive to orchestras for the contribution they are making to the cultural life of the communities they serve, and we will be watching their progress with great interest."

The goals of the Endowment's Orchestra Program are to improve

the artistic quality and management of symphony orchestras in all sections of the country; to broaden repertory to include works of various historical periods with particular emphasis on works by American composers; to provide sustained professional opportunities for American artists; and, to encourage a more flexible service by symphony orchestras to the larger community through use of smaller performing units.

Each grant was approved by the National Council on the Arts, the Presidentially-appointed advisory board, after thorough review by the orchestra panel which consists of persons with expertise in the orchestral field.

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OFFICIAL PROCEEDINGS

(Continued from page fifteen)

ment to fight the 60 cases already pending and the many more charges which would have been filed had we not settled.

In addition, while we may have won some of those cases because of particular factual situations, we would not have changed the adverse application of the federal labor laws to the way we operate.

While investigating those 60 cases, the General Counsel of the NLRB came to recognize a basic fact in our industry - a fact we all know but which some of us refuse to face. He discovered that many of our members are, in fact, not the employees of the establishments which purchase their services.

Additionally, we know that even when our members are the employees of those establishments, they refuse to admit it for reasons of their own. Certainly, in most cases, they would not help us to prove that they are employees.

As discovered by the General Counsel of the NLRB, and as we all know, many of our members are the true employers of other of our members. In addition, many of our members are co-op or partnership groups who are not the actual employees of anyone. In none of these situations are our members employees of the establishments which purchase their services. Instead, their relationships with those establishments are as independent contractors.

We all know these relationships exist, even if we ourselves don't want to admit it. And we all know that this situation developed over the years with the tacit approval of the Federation and its locals, if not with their active participation.

Once we accept that fact, we must recognize that the law as it is today prevents this Federation from doing things which it could do if these members were, in fact, the employees of the establishments which purchase their services. Exhausting your treasuries to defend 60 or 600 cases would not change the application of the law to the way we operate. Nor would defending those cases make a musician, or group of musicians, employees of an establishment if they are not.

And so with good judgement, this Federation decided many years ago to settle those 60 cases. It also agreed to comply with the law as it applies to the facts of today.

On the day that I became General Counsel of the Federation in September of 1978, I was handed a Settlement Agreement between the General Counsel of the NLRB and the Federation. That Settlement Agreement was in the form of a 21-page document and a four-page side letter. I was told that the Settlement Agreement had been completely consummated. I was told that I should familiarize myself with it because we would have to live with it in the future.

I began to study the two documents.

The 21-page document settled the 60 different cases involving charges filed against the Federation and its locals. That document tells us all the things we cannot do, page after page of what we will not do in the future. That document tells us how to remedy those alleged violations of the law which gave rise to the charges. Like you, I was not happy about that. But since that document specifically settled 60 pending cases, I did not feel that anything could be done about it at that late date.

On the other hand, the four-page side letter seemed to be trying to tell us what we could do in the future - how we could avoid a violation of the law in the future if we did certain things.

To me, the cornerstone of that four-page side letter was the six provisions the Federation could place in the form contract - a contract it can furnish to its independent contractor and employer members to be signed by purchasers of their services who are not their true employers.

While reviewing the six provisions, I found that there was no pension language included.

Further, my philosophy as a lawyer has always been to make things as clear and simple to follow as possible. Some lawyers write documents so that only lawyers can understand them. Consequently, lawyers become indispensable. I recognized that the side letter was to be used by all the locals of this Federation, including the many smaller locals which

cannot afford lawyers to decipher that document. I felt that since the side letter was supposed to tell us what we could do, and since it was so important to do it right if we were to avoid having the whole settlement blow up, it should be more clear and understandable to the local officers who must live with it on a day-to-day basis. Otherwise, we would be right back where we were six years before.

I reported my findings to Vic immediately with respect to that four-page side letter. We discussed it in detail and he agreed with me that I should meet with the General Counsel of the NLRB to attempt to make changes in the side letter. And so, I did.

Please keep in mind that I could have taken the easy way out. I could have avoided all the heat by accepting as complete, and disclaiming all responsibility for, that entire Settlement Agreement. But, as your General Counsel, I could not do that in good conscience.

By further negotiation with the General Counsel of the NLRB, we were able to put into the side letter the pension provision that you find there now. It was left out of the former side letter. I assure you that that accomplishment was not easy because that side letter had already been agreed upon without the pension language.

Further, we were able to obtain language which recognized our right to add other provisions to our contract for use by independent contractor and employer members, provided that those provisions protected those members, not the Federation as an institution.

Finally, we clarified that side letter to make absolutely clear what the Local Officers could do in the future.

Contrary to what you are being told, we clarified that side letter to make more clear what rights this Federation would have in the future. The clarification did not take rights away from this Federation.

But there is one other very important thing that you are not being told about that side letter. After my negotiations with the General Counsel of the NLRB, I presented the entire matter of the side letter to the IEB in October, 1978. I placed before the IEB the original four-page side letter and the new five-page side letter. I clearly marked for the IEB each and every change from the original four-page side letter - each addition, each deletion. We discussed the matter for hours. We went over the law. We went over the 21-page document in its relationship to the five-page side letter. Finally, after much discussion, the IEB approved the new side letter and authorized me to consummate it with the General Counsel. There was not one dissenting voice.

Therefore, in keeping with my philosophy of how a General Counsel should function, I did not assume that I was an elected official. I did not attempt to make policy. I negotiated the changes that I felt were in the best interest of all the locals of this Federation and discussed those changes thoroughly with the IEB, which had been charting the course of those settlement negotiations for six years.

Now, it is imperative that we all understand one thing. There is nothing in any part of the Settlement Agreement which prevents us from negotiating and signing collective bargaining agreements with the true employers of our members, just as all other unions do. The law preserves that right and the Settlement Agreement recognizes that right.

Therefore, when one of our members is the true employer of other members, we have every right to negotiate a real collective bargaining agreement with the member employer. That agreement can contain a variety of terms and conditions of employment to protect employee members. I am sick to death of hearing that this can't be done or it is too difficult to do. Nothing worthwhile is ever easy but it can be done. It has been done in New York. It has been done in Miami. It is being done in other locals and can be done throughout the United States.

Further, when the true employer of your members is a non-member leader of an establishment, you have the full protection of the law. You can force that true employer of your members to sign collective bargaining agreements. Those agreements can contain all kinds of

provisions to protect your employee members.

The law allows you to strike those true employers whether they are members or not. You can also picket them wherever they are performing or are located to force them to the bargaining table to sign agreements. This has been done with the theaters in New York, with the Symphony Orchestras, with the Record Companies, with the Television Producers, with the Hotels in Las Vegas and elsewhere. It can and is being done.

The Settlement Agreement deals only with the establishment or person who purchases the services of our members, but who is not the true employer of our members. It deals with establishments who hire our members as independent contractors - not as employers. It is a simple fact that under the law, as reflected by the Settlement Agreement, we cannot picket to force the establishment which hires our members as independent contractors to deal with us on behalf of these members.

There are a few persons inside and outside this room who are spreading the word that the five-page side letter to that Settlement Agreement has taken rights away from this Federation. This is just not true. You should consider the source of your information and their motives. These same people have been telling anyone who would listen that the Federation should cut legal fees. At the same time, they tell you that we should take on the federal government. Of course we should take on the government. But only in a case where the needs of the Union will be served and its causes advanced. If we can achieve the same or even better results by accomplishing our objectives through settlement without litigation, why deplete the Federation's woefully inadequate treasury to make money for lawyers? Again, I say, consider the source and the motives. Now back to the side letter.

I have never understood the contentions of those who would like you to believe that the side letter takes away certain of our rights. Just because we did things in a certain way for many years, and the government ignored our activities until several years ago, does not mean that we had those rights under the law.

Actually, just the opposite is true. While the 21-page document tells us what we cannot do, the side letter gives us legal benefits we never had before. It is of no importance who authorized the side letter, or whether the side letter is four or five pages. That is history. The fact remains, there is a side letter in effect between the Federation and the federal government.

What is important is what that side letter accomplishes. So let's consider those accomplishments.

Under the side letter, even when our members are not the employees of the establishment which purchases their services, this Federation can provide to those independent contractor and employer members a contract to be signed by the purchaser of their services. This contract affords those non-employee members all the essential ingredients which are necessary to protect them in their dealings with the purchasers of their services.

The side letter establishes our right to require those members to use that contract provided by the Federation. Therefore, our members have the right to withhold their services, thereby striking the establishment which refuses to sign our contract. And this Federation has the right to require them to withhold their services until that contract is signed.

The side letter establishes the right of this Federation to be the arbitrator of disputes between our members and the purchasers of their services. As such, we are the only union in the United States still serving as the arbitrator of disputes involving its members.

That side letter allows us to place a purchaser of the services of our members on our defaulters list if that purchaser defaults on his contractual obligations to our members. The side letter allows us to prevent other members from performing for a purchaser who has breached his obligations to our members. Therefore, the side letter allows our members to strike the purchaser until he satisfies his obligations to the members whose rights he has violated. Additionally, we have the right to insist that our members withhold their services from that purchaser until he fulfills his obligation.

Moreover, the side letter establishes our

right to remove the license and cancel the agreement of a booking agent if he deliberately, or through gross negligence, causes monetary loss to our members.

In short, despite the Settlement Agreement, through the side letter this Federation has been able to preserve the essential rights which it needs to exist and to protect its members.

In fact, the only thing the side letter prevents this Federation and its locals from doing with respect to a purchaser of the services of our members which we may have done in the past, is something we did very little of anyway. It prevents us from picketing directly the purchaser of the services of our members if the purchaser is not the true employer of our members. We can picket the true employer of our members even while that employer is working at the establishment of that purchaser. But we cannot force that purchaser, by direct picketing action against him, to negotiate or sign an agreement covering those members who are not the employees of that purchaser.

This prohibition against picketing the purchaser who is not the true employer of our members applies equally to national hotel and motel chains. This Federation has vigorously attempted to cause national chains to utilize our new form contract for almost a year now, and will continue to press hard toward this end. And if anyone tells you that the law allows this Federation to directly picket those national chains to force them to sign our new contract, or any other contract, that person is not telling you the truth and you must question that person's motives.

But, in reality, the side letter does not prevent us from doing this - the law does! We did not give up this right in the side letter. Instead, we finally recognized what the law first required 33 years ago.

When you are told that the Settlement Agreement, including the side letter, takes from this Federation any powers or privileges, you must remember that those were not powers or privileges which the Federation had a legal right to exercise. Instead, they were powers or privileges which this Federation exercised despite the application of the law.

What that side letter really says is that the government recognizes the unusual nature of our business and is going to let the Federation and its locals continue to do business despite the law. We may continue to exercise privileges that no other union has been granted, provided that the contract we furnish for the use of our non-employee members is limited to provisions which are designed to protect only those members.

I have been a union attorney for 20 years and I have no problem with that idea. My conception of unions has always been that the sole purpose of a union's existence is to represent and protect the members of the union, not to protect the union as an institution. My experience with the many unions I have represented has proved me right. Unfortunately, a few persons in this Federation have apparently forgotten the real purpose of a union. There is nothing in the side letter to prevent us from helping our members. There is nothing in the contract provisions which the Federation is allowed to have, and which our members are required to use, which hurts our members. To the contrary, each of those contract provisions helps our members.

So, I ask myself, what the big deal is about the 21-page document and the five-page side letter? And I believe I know the answer.

The big deal is that there are those among us who refuse to accept the realities of today. There are those who want to remember and return to the good old days when we did what we damn well pleased because the government had not yet gotten on our case. There are those among us who refuse to accept the facts of life - who refuse to recognize that we can still do business, still protect our members, and still be a union. But we have to adjust to change and do things differently from the way we have always done them.

Enough is enough. There is a law in effect. There is a settlement agreement in effect which requires us to comply with that law. It is time to end the debate about that settlement agreement. It is time to stop talking and to start taking advantage of the many things we can do under that settlement agreement.

Now let's talk about the new form C-1

contract which has been drafted and issued since the last Convention. Again, I am amazed by the confusion about that contract. I am also amazed by the vicious, misleading attacks on it, especially on the arbitration procedures.

It is obvious that the Settlement Agreement required a new contract - a contract that could be used by our independent contractor and employer members throughout this country. The contract would be used by them when dealing with purchasers of their services who are not their employers. In addition, we needed a contract which locals could provide to their members even when those members are actually the employees of the purchasers of their services. We needed this because most of our locals do not bargain for their members, even with the true employers of their members.

Therefore, we needed one form which could be used by all our members and all our locals, most of which cannot afford lawyers to negotiate and write their contracts. We needed one form which would adequately protect all our members.

But, in addition to these needs, there were other factors which necessitated changes in our old contract form.

You will recall that at Vic's first Convention as President, he talked to you about the need to begin representing our members, especially our traveling members, affirmatively and aggressively. He asserted that we needed to abandon the negative approach of expelling members rather than serving them. He spoke to you about his plans to have the Federation enforce, in court, IEB arbitration awards. He planned to enforce, at no cost to the traveling members, those awards against purchasers who had defaulted on their contracts with members.

Additionally, over the last several years, awards made by the IEB and the locals on behalf of our members have been increasingly attacked in courts around the country. The courts have not looked favorably at the procedure we use to decide whether a defaulting purchaser has really defaulted and owes those members money. The arbitration decision is made by the officers of our member's union. The courts throughout the states of this country have found it difficult to understand that concept because no other union utilizes such a procedure. All other unions utilize outside arbitrators to decide these disputes.

For several very good reasons which Vic mentioned in the May edition of the International Musician, this Federation has felt that it must retain the right to decide these disputes internally. It is not practical to have them decided by outside arbitrators, especially in the case of traveling members.

And so, against this background, we thoroughly researched the laws of the states. Our research disclosed that many states in this country do not recognize arbitration and the right to enforce an arbitration award of any kind, much less where the officers of the members decide the dispute. Additionally, we found that, in those states which do recognize the enforcement of arbitration awards, our arbitration process would be very difficult to sustain because of its peculiar nature.

But we found one state - one enlightened state - that has recognized, specifically, our unusual procedure. It has favored that procedure, both by law and by the decisions of the courts interpreting that law. That state is New York.

What then does the form C-1 contract contain?

Except for the new provisions relating to arbitration, every provision in that contract was either in the old contract or was hidden in the By-laws which were referred to in the old contract. The new contract contains every provision allowed by the Settlement Agreement. Those provisions will more than adequately protect our members.

What the contract does not include are provisions the law and the Settlement Agreement would not permit us to include if we intended to continue our past practices. Also missing are those provisions in the old contract, or hidden in the By-laws, which protected the union as an institution rather than protecting the members.

And what about the arbitration clause? Almost all of what is in the new contract was found in Article 9 of the By-laws, which was incorporated by reference in the old contract.

To preserve our unusual arbitration procedure, we drafted the arbitration clause to incorporate the law of New York. This is the only real difference between the arbitration clause in the old and new contracts. Most important is the fact that this Federation can now enforce IEB awards in court on behalf of its traveling members at no cost to those members. And local unions or their members can go into their own courts to enforce local union arbitration awards.

That should not be difficult to understand. If you have a state that is favorable to your procedures — your unusual procedures — then you should incorporate that state's law and its interpretations into your contract. This action will allow you to better represent your members. And, contrary to what you may have heard, local unions and their members are not required by the contract to enforce their own local union awards in New York. That's an important fact. Those awards can be enforced in the state in which the local union is located. However, the judges in that home state are required to enforce the local union's awards in accordance with the favorable law of New York. Therefore, awards are not enforced in accordance with the unfavorable laws of the local's home state.

During the entire time we were formulating this new approach, I was told repeatedly that the California courts consistently enforced our arbitration awards. By now, many of you have heard that such is not the case. Seven long years ago, a member brought a case on his own in California to enforce an IEB award in his favor. Very recently a California appeals court refused to enforce that IEB award. The grounds were that our unusual procedure, which the court sarcastically referred to as an "Alice in Wonderland procedure," violates California law. It took our member seven years to achieve this unhappy result and proves that our new approach is necessary, even in California.

Why, then, are there attacks on something that has been so carefully thought out to help this Federation better represent its members? Could the real reason be related to an unwillingness to change — an unwillingness to face the realities of today — an unwillingness to accomplish the same goals in a different way? I know of no other reason for such unwarranted attacks on the C-I contract. Instead of criticizing the contract, these detractors should be hustling everyone to use a contract which affords our members more and speedier protection than they ever had before.

As a result of the new form C-I contract, we have also drafted comprehensive Rules of Practice and Procedure for the IEB. These Rules will be used to process arbitration cases involving our traveling members and appeals from local union awards involving our other members. Those Rules are not easy to use but they are absolutely necessary. Those Rules attempt to close every conceivable loophole so that the IEB awards will be enforceable in court.

In the near future, we intend to send more simplified Rules of Practice to all local unions to help them govern their own arbitration procedures. Again, the purpose is to better serve our members even though such service requires changes to bring us in line with today's world. Hopefully, in the not-too-distant future, all locals will enforce their own arbitration awards on behalf of their members, at no cost to those members.

In connection with this effort to better serve our traveling members, Vic initiated an experimental program following the last Convention. He referred to my office certain arbitration awards of the IEB involving establishments in various parts of the country, and asked us to enforce those awards. This effort was designed to prepare for the wholesale enforcement in court of awards rendered in favor of our traveling members, without cost to those members, under the new C-I contract form and the new Rules of Practice.

During this past year, Vic referred a total of 13 such cases to our office. Those cases involved a total amount of \$31,000 in awards by the IEB on behalf of our traveling members. Two cases were settled before it was necessary to file suit and two were settled after suit was filed. All four cases were settled with the permission and, I might add, the gratitude of our traveling members. While the settlements were naturally in amounts less than those awarded by the IEB, those members received money damages at no cost to themselves. Before they would have received nothing but disappointment. The nine other cases are currently pending at various stages, either before or after filing suit. And settlement negotiations are continuing on several of those cases as well.

The important point here is not the amount of money or the number of cases. The importance of this pilot program is that it announces to our members that, for the first time, we are taking steps to make the IEB award meaningful. For too long, this award has been ignored by the person or establishment which broke our contract. This pilot program introduces to our traveling members a system which will become routine and universal for all those members under the new C-I contract and our new Rules of Practice.

Now what has this small step forward meant to our Federation?

We have all heard traveling members say that the only time they see a representative of this Federation is when the local union official comes to give them a dues statement at the end of their engagement in his town. I have now heard some of these same members say that the Federation is finally doing something for them. But that is nothing more than what we are supposed to do.

A small step forward which, under the new form C-I contract can lead to giant steps. A step forward in representing our members. A step forward in doing things a new and better way. And, most importantly, a step away from continuing to do, or in this case not do, things the old way because "it has always been done that way."

Additionally, there have been two other major legal developments since the last Convention that I want to discuss with you. You will recall that the Settlement Agreement contains provisions relating to already-signatory booking agents. And under the side letter, this Federation has the right to revoke the license and to terminate the contract of a booking agent who is signatory to the contract and who, through willful misconduct or gross negligence, causes a monetary loss to our members. What you will not find mentioned in that Settlement Agreement is what rights the Federation has with respect to a booking agent who has never signed our agreement. Nor does it mention what rights we have with respect to our members who do business with a booking agent who has never signed our agreement. This would include those booking agents who are presently signatory to our agreement but who would refuse to sign a new agreement when we issue one.

The reason you won't find this issue mentioned in the Settlement Agreement is because the Federation and the General Counsel of the NLRB could not reach agreement during the six years of negotiations.

We must all recognize that under the present status of the labor law, this Federation cannot take direct action, such as picketing, against the booking agent who is not the employer of any of our members. By no stretch of the imagination can this be done legally. In addition, the NLRB General Counsel argued for six years that, under the present status of the labor law, this Federation has no right to take action against its independent contractor or employer members for using the services of a booking agent who is not signatory to our agreement or who refuses to sign our agreement.

On the other hand, for six years, the Federation argued that under the federal labor laws, we do have the right to prevent our members from using booking agents who are not signatory to our agreements. And that's where we were at the time of the Convention last year — at a stalemate.

Shortly after the Convention, Vic and I met in Washington with the staff of the General Counsel in an attempt to resolve this matter. After several meetings, that matter was finally resolved. The resulting Settlement Agreement, with a new side letter, is in the copy of the International Musician furnished to you at this Convention.

Under that new side letter, we have preserved our right to regulate booking agents on behalf of our members. We have preserved our right to prevent our members from using booking agents who refuse to sign the Federation's booking agent agreement. Again, however, our booking agent agreement must be limited to provisions which protect our members and not the union as an institution.

There is nothing wrong with such a compromise if, in fact, this Federation exists to represent and protect its members, rather than to perpetuate its own existence. Furthermore, there is one provision in this new side letter which, in my opinion, is a marvelous concession by the General Counsel of the NLRB. That provision is our right to charge a fee to the booking agents for the right to represent our members. This fee will enable the Federation's booking agent department to better represent the interest of those members and to better protect them against unscrupulous booking agents.

I, personally, am very proud of this new side letter and I believe you will also be proud of it. Again, it changes things. Again, it is different from the way we have always done business. But there is nothing wrong with that. Our goal of protecting our members and preventing them from doing business with unscrupulous business agents has been recognized and upheld.

As a result of this side letter, we have drafted and are in the process of issuing to all booking agents, a new booking agent agreement. It incorporates the provisions of the new side letter and many other provisions which protect our members and enable us to receive money from booking agents for the privilege of booking our members.

So, again, we have accomplished our goals without litigation.

The second major development of this

past year involves another dispute with the NLRB General Counsel which was not resolved during the six years of negotiations on the Settlement Agreement. That dispute involved the right of the Federation and its locals to discipline member employee sidemen if they work with non-union employee sidemen of the same employer.

During those negotiations, the Federation always maintained that it had the right to continue to discipline member employee sidemen for working side-by-side with non-union employees of the same employer. The Federation based its position on past decisions of the NLRB, including a case decided many years ago which addressed that very situation.

In this connection, the General Counsel took the position that we did not have that right. Further, he took the position that since the Federation had conceded in the 21-page document that Article 13, Section 5 of the By-laws could not be enforced against independent contractor and employer members for working with expelled or other non-union independent contractors and employers, Section 5 would have to be removed from the By-laws entirely.

After the last Convention, we again went head-to-head with the staff of the NLRB General Counsel on this last remaining point of dispute. Finally, he backed down from his six-year position. He agreed that we could continue to invoke Article 13, Section 5 of the By-laws to discipline member employee sidemen for performing with non-union employee sidemen of the same employer.

And so, again, we have won the needed preservation of our position in this matter without litigation.

The one-year period since the last Convention seems to me like 100 years. It has been very busy, very productive. I think of this past year as a year of cleaning up the debris. I regard it as a year of clearing the decks, of finding new ways to effectively represent the members of this Federation based upon today's facts and today's laws, not upon what used to be or what we would like it to be.

The final acts of that cleaning up process, of clearing the decks, will, hopefully, be accomplished at this Convention when needed amendments to the By-laws are enacted by you.

At the close of this Convention, I believe we will have finally set the stage for this Federation to move forward. We can begin an offensive against those booking agents who fail to effectively represent our members or to sign our new agreement — against those purchasers who attempt to abuse our members — against those purchasers, booking agents and others who conspire together to prevent this Federation from effectively representing its members.

We are prepared, finally, to move from a defensive posture to an offensive posture. We are prepared, finally, to live in today's world with today's facts. We are prepared to be as effective, and even more effective than we were in the "good old days."

If some of my remarks today appeared angry, I apologize. But, ladies and gentlemen, until the backbiting ends, until the resistance against change for the sake of resistance ceases, until we are prepared to live in the world as it really exists, this Federation cannot move forward. Unless we embrace progress and change, this Federation cannot survive.

During this past year, there have been hard choices to make. Very difficult, controversial and unpopular decisions have been made. But everything which has been done has been done in an effort to move this Federation successfully forward into the future. Everything was done to more effectively represent all the members of this Federation, not just a rich few. We have never lost sight of the basic fact that this Federation exists for the benefit of all its locals, not just a few large locals. It exists for the benefit of all its members, not just for those few very successful members.

It is very easy, and sometimes politically beneficial, to attack union officers and lawyers as ineffective and to advocate a return to the good old days. But to try to return to days gone by when that return is impossible and illegal can only lead to self-destruction.

The past is gone for good. Only you can decide whether you will follow into the future those who recognize that fact and are willing and able to find new ways to

accomplish old and new objectives. For your only alternative is to follow those who would close their eyes to reality and dwell in the tempting but impossible dream of resurrecting the past.

The fact of the matter is that we can, and must, no longer indulge ourselves in thoughts of yesterday. Only by facing today's realities can we prosper throughout the tomorrows.

I wish you luck in your deliberations and I thank you for your attention.

At the conclusion of his speech, General Counsel Abato receives a standing ovation.

SPECIAL ORDER OF BUSINESS Nomination of officers.

Vice-President J. Alan Wood in the Chair.

For President:
Victor W. Fuentealba, Local 40-543, Baltimore, Maryland.
Jerry J. Spain, Local 6, San Francisco, California.

President Fuentealba in the Chair.

For Vice-President:
David Winstein, Local 174-496, New Orleans, Louisiana.
Tom Kenny, Local 12, Sacramento, California.

For Vice-President from Canada:
J. Alan Wood, Local 149, Toronto, Ont., Canada.

For Secretary-Treasurer:
J. Martin (Marty) Emerson, Local 161-710, Washington, DC.

For members of the International Executive Committee from the United States:

Mike Isabella,
Local 27, New Castle, PA
Herb Osgood
Local 60-471, Pittsburgh, PA
Max L. Arons
Local 802, New York, NY
Eugene V. Frey
Local 1, Cincinnati, OH
Mark Tully Massagli
Local 369, Las Vegas, NV
Max Herman
Local 47, Los Angeles, CA
Robert (Bob) Jones
Local 99, Portland, OR
A. A. (Tony) Toinei
Local 595, Vineland, NJ
Robert (Bob) Couey
Local 8, Milwaukee, WI
C. L. (Woody) Weidemeyer
Local 729, Clearwater, FL
William H. (Bill) Smith
Local 199, Newport News, VA

Secretary-Treasurer Emerson reads the list of nominees for election.

Chairman Janke of the Election Committee announces the procedure to be followed in drawing for places on the ballot for election of officers.

Delegate Heins, Local 437, on a point of personal privilege, rises and starts to make a speech concerning the election and he is ruled out of order by the President.

Heins appeals to the assembly.
Vice-President from Canada Wood in the Chair.

On motion made and passed, his appeal is denied.

President Fuentealba in the Chair.

ANNOUNCEMENTS

It is announced that General Counsel Abato is celebrating his 50th birthday today.

John Couto of Local 214 is also celebrating his birthday today.

The session adjourns at 5:15 P.M.

(Continued in the October issue)



Although unopposed in his bid to reassume his duties as Vice President from Canada, the spectacular nomination of J. Alan Wood was easily the high point of the election proceedings. At this year's Convention, Wood's nominating team staged an elaborate coronation ceremony, declaring their candidate "the undisputed leader of Canadian musicians" to gales of appreciative laughter from the audience. Wood took the good-natured ribbing with characteristic aplomb, and graciously accepted the nomination.

(All Convention photos by Don Johnson)

THE RICHMOND SYMPHONY

JACQUES HOUTMANN
Music Director

Announces Openings for
1980-81 Season
SECTION VIOLA

AUDITION DATE:
OCTOBER 16, 1980

Send resume to: Cecil S. Cole, Assistant Manager, Personnel and Operations, The Richmond Symphony, 15 South Fifth Street, Richmond, Virginia 23219. (804) 788-4717.

Only highly qualified applicants will be invited to audition

Long Beach Symphony Orchestra

Murry Sidlin,
Music Director and Conductor

Announces opening for
CONCERTMASTER
beginning Fall of 1980

Preliminary audition: submit a one page resume and an audio cassette of:

- 1) Solo of candidates choice. One allegro movement and slow movement of sonata or concerto.
 - 2) Solo portions of *Ein Heldenleben* by Strauss.
 - 3) Solo portions of *Scheherazade* by Rimsky-Korsakov.
- After the preliminary screening, final auditions will be held. Submit to:
Murry Sidlin, Music Director
Long Beach Symphony
121 Linden Avenue
Long Beach, CA 90802

for additional information
(213) 436-8194

UNIVERSITY OF MAINE AT ORONO

School of Performing Arts
Department of Music

Announcement of position beginning as early as January but not later than September, 1981.

Position: Chairperson, performer, cellist preferred. Candidate must be capable of assuming full music faculty participation upon expiration of term(s) of chairpersonship.

Duties: Administer the music program, pursue available state and federal grants and establish visibility for the department. Establish good working relationships with the music and arts community throughout the state. Present solo and chamber music performances.

Qualifications: Doctorate required. Must be an outstanding and currently active performer with proven success in administering an academic program.

Rank and Salary: Associate or full professor. Salary competitive, based upon qualifications.

General Information: The School of Performing Arts is comprised of the Departments of Music, Theatre, and Dance. Music is the largest component with 13 full-time and 8 part-time faculty. Existing music programs are B.A., B.M., in Music Education, B.M. in Performance, and M.M. The department is a member of N.A.S.M.

Application: Send resume and references (no tapes at this time) to

Karl Webb, Dean, College of Arts and Sciences, 100 Stevens Hall, University of Maine at Orono, Orono, ME 04469.

Application Deadline: October 1, 1980
Equal Opportunity/Affirmative Action Employer

MUSIC FACULTY: VIOLIN

Full-time teacher of violin: senior professional position. Duties: Teaching graduate students, some undergraduates; teaching Master classes; coaching chamber music. QUALIFICATIONS: substantial experience and success in teaching violin; demonstrated distinction as a performer. Salary negotiable, according to rank and experience. Direct inquiries by Nov. 28 to: Mr. Timothy Eddy, Dept. of Music, SUNY at Stony Brook, Long Island, N.Y. 11794. An equal opportunity/affirmative action employer.

HELP WANTED

SAINT LOUIS SYMPHONY ORCHESTRA

Leonard Slatkin, Music Director and Conductor

ANNOUNCES VACANCY
Immediate opening, 1980-1981 Season

PRINCIPAL SECOND VIOLIN

8 weeks paid vacation, Pension, Life and Instrument Insurance, Major Medical Benefits, Sabbatical Leave, Solo and Chamber music opportunities.

ONLY HIGHLY QUALIFIED APPLICANTS PLEASE CONTACT:

Carl R. Schiebler, Personnel Manager, Saint Louis Symphony Orchestra, Powell Symphony Hall, 718 North Grand Boulevard, St. Louis, Missouri 63103. Phone: (314) 533-2500.

APPLICATIONS BEING ACCEPTED BETWEEN AUGUST 1 AND OCTOBER 4, 1980 FOR LATE OCTOBER 1980 PRELIMINARY AUDITIONS

LOS ANGELES PHILHARMONIC

CARLO MARIA GIULINI, Music Director

VACANCIES

SECTION VIOLIN (upon availability)
SECTION VIOLA (upon availability)

Auditions will be held in New York and Los Angeles in November/December. For audition repertoire list and further information, qualified applicants please write, stating details of musical education and professional experience, to:

JOSEPH FISHMAN, Personnel Manager
135 North Grand Avenue, Los Angeles, CA 90012
The Los Angeles Philharmonic is an equal opportunity employer

PHILADELPHIA ORCHESTRA

RICCARDO MUTI, Music Director
EUGENE ORMANDY, Conductor Laureate

Announces Vacancy
SECOND TROMBONE
STARTING SEPTEMBER 1981

One audition date: December 1, 1980, at Academy of Music, Philadelphia, Pa. Highly qualified, experienced trombonists will be invited to audition. Send one-page printed resume to:

Mason Jones, Personnel Manager, Philadelphia Orchestra, 1420 Locust Street, Philadelphia, Pennsylvania 19102.

SEATTLE SYMPHONY ORCHESTRA

Rainer Miedel, Music Director and Conductor

ANNOUNCES IMMEDIATE VACANCY FOR THE 1980-81 SEASON, FOR:
ONE 1ST VIOLIN
AUDITIONS NOVEMBER 4, 1980 IN SEATTLE

Members of the Orchestra also perform in seasonal opera and ballet services. Paid vacation, pension and medical benefits. Qualified applicants send brief resume stating details of orchestra experience and musical education to: MORI SIMON, Personnel Manager, Seattle Symphony Orchestra, 305 Harrison St., Seattle, WA 98109. (NO PHONE CALLS PLEASE).

COMPLETED APPLICATIONS MUST BE RECEIVED BY OCT. 27, 1980

ROCHESTER PHILHARMONIC ORCHESTRA

DAVID ZINMAN, Music Director

PRINCIPAL VIOLA and PRINCIPAL CELLO
FOR 1980-81 SEASON

Beginning With Winning Candidate's Availability

AUDITIONS IN ROCHESTER IN OCTOBER, 1980

For application contact: James Dumm, Personnel Manager, 20 Grove Place, Rochester, New York. Telephone: (716) 454-2620.

HELP WANTED

THE FLORIDA SYMPHONY ORCHESTRA

PAVLE DESPALJ, Music Director/Conductor

Announces vacancies for the
1980-81 Season

PRINCIPAL VIOLA
PRINCIPAL SECOND VIOLIN
SECTION FIRST and/or SECOND VIOLIN
SECOND TRUMPET — SECTION BASS
SECOND and E-FLAT CLARINET (one position)

1980-81 Season 29 weeks—26 paid—min. salary \$292.60 weekly, one week paid vacation, major medical and hospitalization insurance.

Qualified applicants send resume immediately to: Charles Gottschalk, Personnel Manager, Florida Symphony Orchestra, P. O. Box 782, Orlando, FL 32802.

Puerto Rico Symphony Orchestra

JOHN BARNETT, Music Director

Announces vacancies for the
1980-81 Season

SECTION VIOLIN
SECTION VIOLA
SECTION CELLO
SECTION BASS

CONTRACT INFORMATION PENDING NEGOTIATIONS

Qualified applicants send complete professional resume and cassette to: Francisco Morla, Personnel Manager, Puerto Rico Symphony Orchestra, GPO Box 2350, San Juan, PR 00936.

INDIANAPOLIS SYMPHONY

JOHN NELSON, Music Director

Vacancies for 1980-81 Season

PRINCIPAL BASS
ASSISTANT PRINCIPAL VIOLA
SECTION VIOLIN

45 week season 1980-81, 46 week season 1981-82. Major Medical and Pension Benefits. Qualified applicants will be invited to audition in Indianapolis in September.

Send complete resume to ISO, P.O. Box 88207, Indianapolis, IN 46208.

Houston Symphony Orchestra

Sergiu Commissiona — Artistic Advisor

ANNOUNCES AN OPENING FOR

PRINCIPAL BASSOON
1981-82 SEASON

Auditions by invitation only

Resume deadline October 15, 1980. Only highly-qualified players will be considered. 52-week season; 7-week vacation; pension; hospitalization.

Please send resumes to: Philip Kraus, Personnel Manager, Houston Symphony Orchestra, 615 Louisiana St., Houston, TX 77002. 713/224-4240.

Savannah Symphony Orchestra

Christian Badea, Music Director & Conductor

Announces vacancies for 1980-81:

PRINCIPAL OBOE — CO-PRINCIPAL CELLO
SECTION VIOLINS — SECTION VIOLA — SECTION BASS

AUDITIONS WILL BE HELD OCTOBER 7 IN SAVANNAH

Inquiries may be addressed to: Harold J. Brown, Jr., Personnel Manager, Savannah Symphony Society, Inc., P.O. Box 9505, Savannah, GA 31412. (912) 236-9536.

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INTERNATIONAL MUSICIAN

YOUTH ORCHESTRA OF GREATER FORT WORTH
JOHN GIORDANO — Music Director
ANNOUNCES ITS SEARCH FOR A CONDUCTOR
 For the 1981-82 Season
 Applicants must be interested in education and training of young musicians (grades 4-12).
 Send resume to: Susan Rath, Exec. Director, Youth Orchestra of Greater Fort Worth, 4401 Trail Lake Drive, Fort Worth, Texas 76109.

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HELP WANTED

SAINT LOUIS SYMPHONY ORCHESTRA
 Leonard Slatkin, Music Director and Conductor
ANNOUNCES VACANCIES
Immediate Openings, 1980-1981 Season
ONE SECOND VIOLIN
ONE CELLO
 Rotating Section Positions
 8 weeks paid vacation, Pension, Life and Instrument Insurance, Major Medical Benefits, Sabbatical Leave, \$26,000.00 minimum salary.
Only Highly Qualified Applicants Please Contact:
 Carl R. Schiebler, Personnel Manager, Saint Louis Symphony Orchestra, Powell Symphony Hall, 718 North Grand Boulevard, St. Louis, Missouri 63103. Phone: 314-533-2500.
APPLICATIONS BEING ACCEPTED BETWEEN JULY 1 AND SEPTEMBER 15, 1980 FOR LATE SEPTEMBER 1980 PRELIMINARY AUDITIONS

Cincinnati Symphony Orchestra
 Michael Gielen, Music Director
Announces the following Opening for the 1980-81 Season
THIRD TRUMPET (Utility Trumpet)
 Winning applicant to begin employment January 1, 1981 or as soon as available after this date.
AUDITIONS NOVEMBER 10, 1980
 For further information contact Jack Wellbaum, Personnel Manager, 1241 Elm Street, Cincinnati, Ohio 45210; Telephone (513) 621-1919.
 AN EQUAL OPPORTUNITY EMPLOYER

NEW YORK PHILHARMONIC
 ZUBIN MEHTA, Music Director
Announces a vacancy in the VIOLA SECTION
 Immediate opening or earliest availability of winning candidate
AUDITIONS TO BE HELD IN DECEMBER 1980
 Only highly qualified applicants send resume to:
James Chambers, Orchestra Personnel Manager
New York Philharmonic at Avery Fisher Hall
Broadway at 65th St., New York, NY 10023
 APPLICATIONS CLOSE OCTOBER 31, 1980
 AN EQUAL OPPORTUNITY EMPLOYER

BOSTON SYMPHONY/BOSTON POPS ORCHESTRA
 SEIJI OZAWA, Music Director
SECTION VIOLIN (Revolving Seating)
 Section violin auditions for one vacancy will be held in November 1980 for employment beginning September 1, 1981, or earlier as the winner's availability and the BSO's convenience allow.
 Violin seating is on a revolving basis. Although new violinists initially revolve primarily within the second violin section, they will revolve to and within first violins as well and with increasing frequency as vacancies in that section occur.
 Qualified applicants please send a one page typed or printed personal professional resume (as complete and comprehensive as possible — please include telephone number) to:
William Moyer, Boston Symphony Orchestra
Symphony Hall, 301 Massachusetts Ave., Boston, MA 02115
617-266-1588
 (All resumes will be acknowledged about one month prior to the audition date which is not known at this time.)

HELP WANTED

SAN FRANCISCO SYMPHONY
 EDO DE WAART, Music Director
Announces the following vacancies for the 1981-82 Season

INSTRUMENT	SAN FRANCISCO AUDITION DATES
ASSOCIATE CONCERTMASTER	JAN. 30, 31, 1981
ASSISTANT CONCERTMASTER	JAN. 30, 31, 1981
VIOLA (Possibly second stand and section)	DEC. 4, 5, 1980
SECTION CELLO	FEB. 19, 20, 1981
BASS (Two Vacancies: Asst. Principal and Section)	OCT. 2, 3, 1980
*PICCOLO/3RD FLUTE (Possible vacancy)	FEB. 12, 13, '81 (tentative)
**SECOND OBOE.	NOV. 13, 14, 1980
**ENGLISH HORN/THIRD OBOE	NOV. 13, 14, 1980
PRINCIPAL CLARINET	OCT. 9, 10, 1980
SECOND BASSOON	MAR. 13, 14, 1981
HARP (Principal)	OCT. 16, 17, 1980
PRINCIPAL PERCUSSION (Timpani required)	DEC. 11, 12, 1980

* Applicants should be prepared to audition on both piccolo and flute.
 ** Applicants should be prepared to audition on both oboe and English horn.
 Send a one-page resume to:
 JAMES CALLAHAN, PERSONNEL MANAGER, SAN FRANCISCO SYMPHONY, INC., 107 WAR MEMORIAL VETERANS' BLDG., SAN FRANCISCO, CA 94102.
RESUME DEADLINE: ONE MONTH BEFORE AUDITION DATE
 An Equal Opportunity Employer

CHICAGO SYMPHONY ORCHESTRA
ANNOUNCES TWO VACANCIES
SECOND VIOLIN Section Position
VIOLA Section Position
POSITIONS OPEN IMMEDIATELY
The C.S.O. has revolving string section seating
 Only qualified musicians should apply WITH A COMPLETE PERSONAL/PROFESSIONAL RESUME. The best qualified applicants will be accepted even if not immediately available for the above dates. Preliminary auditions are held behind screens. Immediate notification of acceptance or rejection given at all auditions.
 The Audition Committee of the Chicago Symphony Orchestra reserves the right to dismiss immediately any candidate not meeting the highest professional standards at these auditions.
AUDITIONS ARE PLANNED FOR MID-NOVEMBER, 1980
 For audition information contact: Performance Coordinator, Chicago Symphony Orchestra, 220 South Michigan Ave., Chicago, Illinois 60604. Phone: 312-435-8122.

LOS ANGELES PHILHARMONIC
 CARLO MARIA GIULINI, Music Director
VACANCY
CO-PRINCIPAL CLARINET
(SEASON 1981-82)
 Auditions will be held in New York and Los Angeles in November/December. For audition repertoire list and further information, qualified applicants please write, stating details of musical education and professional experience, to:
JOSEPH FISHMAN, Personnel Manager
135 North Grand Avenue, Los Angeles, CA 90012
The Los Angeles Philharmonic is an equal opportunity employer

ORCHESTRA DIRECTOR
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